

**IMPERIAL COUNTY  
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT**

**REQUEST FOR PROPOSALS**

**INCOME SURVEY FOR HEBER CALIFORNIA**



**Funded by  
The County of Imperial**

Issued, February 28, 2018

**DUE DATE AND SUBMISSION REQUIREMENTS:**

**One (1) Original and Five (5) Copies of Proposals must be received by 5:00 P.M. on  
March 21, 2018**

**Point of Contact:**

Tabita Velarde  
Economic Development Coordinator  
940 W. Main Street, Suite 203  
El Centro, CA 92243  
(442) 265-1109  
[tabitavelarde@co.imperial.ca.us](mailto:tabitavelarde@co.imperial.ca.us)

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## **Exhibit 1**

### **COUNTY OF IMPERIAL** **REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that the County of Imperial, acting by and through its Board of Supervisors, hereinafter referred to as the "COUNTY", will receive up to, but no later than **5:00 p.m. on March 21, 2018**, sealed PROPOSALS for negotiation and award of a contract concerning the **Income Survey for Heber, California**.

To be considered, **one original and five copies of PROPOSALS** must be received in the office of the **Imperial County Purchasing Department, 1125 Main Street, El Centro, California, 92243, Attention: Esperanza Colio Warren, Community & Economic Development Manager**, by the time specified above.

Proposals shall be evaluated by a selection committee. It is the County's intention to select the Consultant whose proposal is deemed most advantageous to the County in accordance with the evaluation criteria set forth in this Request for Proposals. A Selection Committee appointed by the Economic Development Manager will review and score the proposals and recommend the most responsive and responsible firm to receive the contract award. The Selection Committee's recommendation will be forwarded to the Imperial County Board of Supervisors for final determination.

Each proposal must conform and be responsive to the Standard Agreement, a sample of which is attached as Exhibit 3. This Standard Agreement sample may also be obtained at the office of the Community & Economic Development Department located at 940 W. Main Street, Ste. 203, El Centro, California, 92243.

The COUNTY reserves the right to reject any or all PROPOSALS, or to waive any irregularities or informalities in any proposals or in the proposal and selection process.

Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Veteran Owned Businesses (VOB) are encouraged to participate.

## **Exhibit 2**

### **INFORMATION FOR PROPOSERS**

#### **1.0 PURPOSE**

The COUNTY, through the Imperial County Community & Economic Development (ICCED) Department, is soliciting proposals from qualified consultants and consulting firms to provide consultant services for the County of Imperial.

The purpose of surveying for household income along with the tenure of housing units is to assess areas for eligibility for programs funded by the Community Development Block Grant program, which are targeted to primarily lower-income residential areas. These programs are targeted to areas that have been determined by the US Department of Housing and Urban Development (HUD) to be primarily lower-income residential areas using data from the US Decennial Census or areas that have been determined by a grantee or sub-grantee to be primarily lower-income residential areas by conducting a local survey. Through this RFP, the County is requesting services to conduct a survey in the area identified as underserved portions of Heber, California.

All communications relating to this RFP must be directed to the contact person named below and **only** through email or written correspondence. Any communications between a respondent and COUNTY staff concerning this RFP are prohibited. In no instance is a respondent to discuss cost information, quality of responses, names of additional respondents, or any other information requested by or contained in a proposal with the point of contact or any other staff prior to proposal evaluation. Failure to comply with this section may result in COUNTY's disqualification of the proposal. The respondent is responsible for ensuring the response is received before the deadline. Copies or faxed responses will **not** be accepted. COUNTY assumes no responsibility for lost or misrouted mail.

The term of the Agreement for services will be for a period of up to three years from the date of an executed agreement.

#### **2.0 PRE-PROPOSAL CONFERENCE**

**2.1** A pre-proposal conference will be held on **March 12, 2018**, at **10:00 a.m.** at:

County of Imperial Administration Building  
Conference Room C&D  
940 W. Main Street  
El Centro, CA 92243  
Contact: Tabita Velarde (442) 265-1109

Attendance at the pre-proposal conference **is not** a mandatory requirement for those interested in submitting a proposal.

### **3.0 CALENDAR OF EVENTS**

<b>3.1</b>	RFP sent out to consultants	<b>February 28, 2018</b>
<b>3.2</b>	Deadline for County to receive written questions	<b>March 12, 2018</b>
<b>3.3</b>	Pre-proposal conference	<b>March 12, 2018 10:00 A.M.</b>
<b>3.4</b>	<b>Deadline to submit proposals</b>	<b>March 21, 2018</b>

### **4.0 SCOPE OF SERVICES**

The scope of work for the Income Survey for the underserved portions of Heber, CA is as follows:

**Task 1-** Meet with Imperial County Community and Economic Development staff to clarify expectations and desired outcomes; review schedule, budget and format deliverables; clarify responsibility of each party.

**Task 2-** Obtain data on the underserved portions of Heber and prepare a community profile.

**Task 3-** Gather information regarding household size to calculate the number of persons occupying a housing unit as a place of residence (State CDBG Regulations Section 7054)

**Task 4-** Request information regarding household income level in comparison to the moderate annual income level, to determine if the persons surveyed fall into the low and moderate income individuals (LMISD)

**Task 5-** Request information regarding home ownership to determine the number of owner-occupied and renter-occupied single family units.

**Task 6-** Poll residents regarding their type of income, employment.

**Task 7-** Gather information regarding community programs, resident interests in new housing construction, housing acquisition and rehabilitation, public services, community facilities, and public works.

**Task 8-** Comply with the California Department of Housing and Community Development's Guidance for Conducting an Income Survey; provided in this RFP as Exhibit 4.

**Schedule for completion of project:**

The Consultant is to propose a date for major milestones and concluding the scope of work.

### **5.0 MANDATORY REQUIREMENTS FOR ALL PROPOSALS**

**5.2** All proposals must demonstrate that the consultant has a willingness and ability to comply with all documents, including but not limited to, the Standard Agreement, a sample of such is identified as Exhibit 3.

**5.3** All proposals must be accompanied with the name(s), title(s) and resume(s) of

the individual(s) who will be performing the services should the contract be awarded.

- 5.4** All parties submitting a proposal shall include with their proposals at least three (3) current references, including name, address, and telephone number.

## **6.0 CONTRACT TERMS AND CONDITIONS**

Please refer to the attached Exhibit 3, Standard Agreement. The attached Exhibit 3 is a sample of the agreement that the winning party will be expected to sign. It is not the final agreement and there may be additional or different terms included in the final agreement. The final agreement must be approved by CDBG prior to execution.

## **7.0 PREPARATION OF PROPOSAL**

All statements of proposals must include one original and five copies to be submitted in sealed envelopes bearing on the outside the name of the consultant, address, and the title of the RFP for which the qualifications are submitted. It is the sole responsibility of respondent to ensure that the proposals are received by COUNTY in the proper time. Any proposals received after the scheduled closing time for receipt will be returned to the consultant unopened. Proposals may not be submitted by facsimile, telegraph, electronic mail or any other means other than by personal delivery, United States Mail or other delivery services such as Federal Express or United Parcel Service.

## **8.0 SIGNATURE**

The statement of qualifications document or any modification must be signed in the name of the consultant and must bear the original signature of the person or persons authorized to sign the proposal.

## **9.0 MODIFICATIONS**

Any modification of any proposals submitted must be in writing and received by COUNTY prior to the closing time for proposals. Modifications may not be submitted by facsimile, telegraph, electronic mail or any other means other than by personal delivery, United States Mail or other delivery services such as Federal Express or United Parcel Service. Any qualifications or modifications received after the scheduled closing time for receipt of statement of qualifications will be returned to the consultant unopened.

## **10.0 ERASURES**

Proposals submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by putting in the margin immediately opposite the correction the surname or surnames of the person or persons signing the statement of qualifications.

## **11.0 WITHDRAWAL OF PROPOSALS**

Respondents may withdraw their proposals either personally or by written request at any time prior to the scheduled closing time for receipt of proposals.

## **12.0 PROPOSAL ELEMENTS**

**Proposals must address each of the elements in this section.**

### **12.1 Qualifications**

- a. Relevant Experience: Applicant's demonstration of adequate, meaningful and relevant experience with projects of a similar/comparable type including experience in needs assessments and community surveys. Preference will be given to individuals/firms with State Housing and Community Development (HCD) experience. Include the names, addresses and phone numbers of contact persons for several contracts for which you have performed services as solicited in this RFP.
- b. Relevant Education: Applicant's demonstration of certification and training required to perform services, including licensing requirements (i.e. engineer, architect, or contractor).
- c. Responsiveness to Project Requirements: Applicant's demonstrated success in completing projects on time and responsiveness to meeting changing requirements. Attentiveness to and compliance with RFP instructions, interview requirements, and other aspects of the selection process will be considered as an indication of responsiveness.
- d. A brief statement of your policy regarding affirmative action.
- e. The Consultant shall carry not less than the following insurance and shall provide verification to the County upon request:
  1. Professional Liability Insurance: Errors and Omissions Insurance in an amount of at least \$1,000,000 single limit coverage, covering all personnel employed by the Consultant in the capacity of acting as an Agent of the municipality.
  2. General Liability Insurance: General Liability Insurance in an amount of at least \$1,000,000, single limit coverage, covering all personnel employed by the Building Office in the capacity of acting as an Agent of the municipality.
  3. Worker's Compensation: Worker's Compensation Coverage in full compliance with California statutory requirements for all personnel employed by the Consultant in the capacity of acting as an Agent of the municipality.
  4. Automobile Liability Insurance: Automobile Liability Insurance in an amount of at least \$1,000,000 combined single limit coverage including owned, non-owned and hired vehicles.

### **12.2 Proposed Scope of Work**

A prospective consultant should indicate an understanding of the requested services as described in Section 4, Scope of Services, and describe how it proposes to service the County in these aspects.

### **12.3 Project Personnel and Their Availability**

Provide resume(s) of the key personnel who would be assigned to perform the services as described. Indicate status of each person's relationship to your firm, whether an employee, partner, subcontractor, or other contractual agreement. The

statement should also identify for each member of the project team, their area of expertise, role in the project, and experience with similar or related projects.

Qualified personnel shall perform all services and shall maintain all necessary certificates and licenses required to perform such services.

Except when, and if, the workload demands otherwise, all services shall be conducted within the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

#### **12.4 Cost of Proposed Services**

Consultant must include a budget and budget narrative with a not-to-exceed cost to complete the report.

### **13.0 Scoring Criteria**

The County of Imperial will review the qualifications based on the selection criteria and 100 point scale as follows:

1. General firm and individual experience:	<b>10 points</b>
2. Specific experience as it pertains to California Department of Housing and Community Development, Community Development Block Grant Programs, and/or other grant programs:	<b>10 points</b>
3. Specific experience as it pertains to the Scope of Services above mentioned in Item 4.0:	<b>25 points</b>
4. Capacity to perform the Scope of Work and ability to conclude the work in a timely manner:	<b>15 points</b>
5. Quality of staff and their availability:	<b>15 points</b>
6. Overall quality of qualifications, especially thoroughness and appearance:	<b>5 points</b>
7. Cost of Services	<b>20 points</b>
Total Value:	<b>100 points</b>

Additional questions may be asked of those submitting a proposal and formal interviews may be conducted as well. Respondents will be notified of any additional required information or interviews after written proposals have been evaluated.

The COUNTY reserves the right to reject any and all proposals submitted; to request clarification of services submitted; to request additional information; and to waive any irregularity in the proposal and review process, as long as COUNTY procedures remain consistent with HCD procurement requirements. The COUNTY may select one consulting firm or a combination of consulting firms to provide the range of services requested.

### **14.0 PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED PROPOSALS**

No party submitting a proposal who is permitted to withdraw a proposal shall, for compensation,

perform any subcontract or other service for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

## **15.0 FEDERAL REGULATIONS**

### **12.1 Affirmative Action**

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the UNITED States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). County hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority- and women-owned and operated businesses are encouraged to apply.

### **12.2 Section 3**

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

### **12.3 Federal Terms and Conditions**

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to each of the following:

#### **A. Equal Opportunity**

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR Chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not

be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provision of the nondiscrimination clause.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to this books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order N. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States or enter into such litigation to protect the interests of the United States.
8. The contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the

contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of the Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the Contractor, the Contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he/she has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent of behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provision of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set fourth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the forgoing provision to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the forgoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. Disadvantaged/Minority/Women Business Enterprise Federal Regulatory Requirements under 24 CFR 85.36(e)

1. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
  - e. Using the Services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- C. Copeland "Anti-Kickback" Act (18 U.S.C. 874)

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- D. Compliance with Labor Standard Provisions

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.
- E. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR Part 5, construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,5000 for other contracts which involve the employment of mechanics or laborers).
- F. Requirements and Regulations pertaining to Data and Design

All data and design and engineering work created under this Agreement shall be owned by the County and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the County.
- G. Requirements and Regulations pertaining to Reporting

The County, State CDBG, HUD and the Comptroller General of the United States of any of their duly authorized representatives shall be granted access to any books, documents, papers and recorders of Contractor which are directly pertinent the contract.
- H. Compliance with Clean Air Act and Clean Water Act
  1. Contractor Shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)).

2. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
  3. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).\\
- I. Compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

#### D/MBE/WBE Implementation Guidelines

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements:

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder request subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, and summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their subbids.
6. To find a D/M/WBE certified firm, you may call (916) 455-3520, go online to: [http://www.dot.ca.gov/hq\\_bep](http://www.dot.ca.gov/hq_bep), or via email at: D/M/WBE Listing for County, CalTrans-Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

**Exhibit 3**

**STANDARD AGREEMENT SAMPLE**

## AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“this Agreement”) is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_ 2009 (“the Effective Date”) by and between the COUNTY OF IMPERIAL, a political subdivision of the State of California, by and through its Planning and Development Services Department (“COUNTY”), and \_\_\_\_\_, \_\_\_\_\_ authorized to do business in the State of California (“CONSULTANT”).

## WITNESSES TO THE

**THAT WHEREAS** COUNTY desires to retain a qualified individual, firm or business entity to provide services as a qualified contractor to conduct the scope of work for the

**THAT WHEREAS** COUNTY desires to engage CONSULTANT to provide services by reason of its qualifications and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein;

**NOW, THEREFORE**, in consideration of their mutual covenants, COUNTY and CONSULTANT have and hereby agree to the following:

## 1. DEFINITIONS

“Proposal” shall mean CONSULTANT’s Proposal dated \_\_\_\_\_ . The Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference.

## **2. CONTRACT COORDINATION**

2.1. The Director of Planning and Development Services Department shall be the representative for COUNTY for all purposes under this Agreement. \_\_\_\_\_ or his/her designated representative is hereby designated as the Contract Manager for COUNTY. She shall supervise the progress and execution of this Agreement.

2.2. CONSULTANT shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement. \_\_\_\_\_ is hereby designated as the Contract Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager's designee shall be

1 subject to the prior written acceptance and approval of COUNTY's Contract Manager.

2     3.     DESCRIPTION OF WORK

3       3.1 CONSULTANT shall provide all materials and labor to perform this Agreement. In the event  
4 of a conflict among this Agreement, the Request for Proposal and the Proposal, the Request for Proposal  
5 shall take precedence over the Proposal and this Agreement shall take precedence over both.

6       3.2 The standard of care for all professional engineering, consulting and related services performed  
7 or furnished by CONSULTANT and its employees under this Agreement will be the care and skill  
8 ordinarily used by members of CONSULTANT's profession practicing under the same or similar  
9 circumstances at the same time and in the same locality.

10     4.     WORK TO BE PERFORMED BY CONSULTANT

11       4.1.   CONSULTANT shall comply with all terms, conditions and requirements of the Request  
12 for Proposal, Proposal and this Agreement.

13       4.2.   CONSULTANT shall perform such other tasks as necessary and proper for the full  
14 performance of the obligations assumed by CONSULTANT hereunder.

15       4.3.   CONSULTANT shall:

16           4.3.1.   Procure all permits and licenses, pay all charges and fees, and give all notices that  
17 may be necessary and incidental to the due and lawful prosecution of the services to be performed  
18 by CONSULTANT under this agreement;

19           4.3.2.   Keep itself fully informed of all existing federal, state and local laws, ordinances,  
20 regulations, orders and decrees which may affect those engaged or employed under this Agreement,  
21 any materials used in CONSULTANT's performance under this Agreement or the conduct of the  
22 services under this Agreement;

23           4.3.3.   At all times observe and comply with, and cause all of its employees to observe and  
24 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

25           4.3.4.   Immediately report to COUNTY's Contract Manager in writing any discrepancy or  
26 inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above  
27 in relation to any plans, drawings, specifications or provisions of this Agreement.

28       4.4. Any videotape, reports, information, data or other material given to, or prepared or assembled

1 by, CONSULTANT under this Agreement shall be the property of COUNTY and shall not be  
2 made available to any individual or organization by CONSULTANT without the prior written  
3 approval of COUNTY's Contract Manager.

4 5. **REPRESENTATIONS BY CONSULTANT.**

5 5.1. CONSULTANT understands and agrees that the COUNTY has limited knowledge in the  
6 multiple areas specified in the Proposal. CONSULTANT has represented it to be expert in these fields and  
7 understands that COUNTY is relying upon such representation.

8 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity  
9 possessing all required licenses and authorities to do business in the State of California and perform all  
10 aspects of this Agreement.

11 5.2.1. CONSULTANT shall not commence any work under this Agreement or provide any  
12 other services, or materials, in connection therewith until CONSULTANT has received written  
13 authorization from COUNTY's Contract Manager to do so.

14 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf  
15 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind  
16 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

17 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who  
18 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses  
19 and authorities, as well as the experience and training, to perform such tasks.

20 5.5. CONSULTANT represents and warrants that the statements contained in the Proposal are  
21 true and correct.

22 5.6. CONSULTANT understands that COUNTY considers the representations made herein to  
23 be material and would not enter into this Agreement with CONSULTANT if such representations were not  
24 made.

25 6. **TERM OF AGREEMENT.**

26 This Agreement shall become effective on the Effective Date and the term of this Agreement shall  
27 be for a one-year term ("Term"). However, both COUNTY and CONSULTANT have the option to extend  
28 this Agreement for up to two (2) one (1) calendar year extensions, provided the agreement to extend is

1 mutually agreed between COUNTY and CONSULTANT (individually "an Extension Term;" collectively  
2 "the Extension Terms").

3 **7. COMPENSATION**

4 7.1. The total compensation payable under this Agreement shall not exceed \_\_\_\_\_ for  
5 the one-year Term.

6 7.2. Should COUNTY and CONSULTANT mutually agree to exercise the option to extend this  
7 Agreement either one Extension Term or both Extension Terms, the total compensation payable under this  
8 Agreement shall be mutually negotiated per Extension Term.

9 **8. PAYMENT**

10 CONSULTANT will bill COUNTY on a time and material basis upon completion of any assigned  
11 project or as set forth in Exhibit A, attached hereto and incorporated herein. COUNTY shall pay  
12 CONSULTANT for completed and approved services upon presentation of its itemized billing.

13 **9. METHOD OF PAYMENT**

14 CONSULTANT shall at any time prior to the 15th day of any month, submit to the Director of the  
15 Planning and Development Services Department a written claim for compensation for services performed.  
16 The claim shall be in a format approved by COUNTY. COUNTY shall make no payment prior to the  
17 claims being approved in writing by the Director of the Planning and Development Services Department or  
18 his/her designee. CONSULTANT may expect to receive payment within a reasonable time thereafter and  
19 in any event in the normal course of business within thirty (30) days after the claim is submitted.

20 **10. TIME FOR COMPLETION OF THE WORK**

21 Program scheduling shall be as described in Exhibit A unless revisions to Exhibit A are approved by  
22 both COUNTY's Contract Manager and CONSULTANT's Contract Manager. Time extensions may be  
23 allowed for delays caused by COUNTY, other governmental agencies or factors not directly brought about  
24 by the negligence or lack of due care on the part of CONSULTANT.

25 **11. SUSPENSION OF AGREEMENT**

26 COUNTY's Contract Manager shall have the authority to suspend this Agreement, wholly or in  
27 part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part of  
28

1 CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the  
2 compensation due and payable to the date of suspension.

3 12. TERMINATION

4 12.1. COUNTY retains the right to terminate this Agreement for any reason by notifying  
5 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and  
6 payable to the date of termination; provided, however, if this Agreement is terminated for fault of  
7 CONSULTANT, COUNTY shall be obligated to compensate CONSULTANT only for that portion of  
8 CONSULTANT's services which are of benefit to COUNTY and completed in accordance with the  
9 standard of care in the industry. Said compensation is to be arrived at by mutual agreement between  
10 COUNTY and CONSULTANT; should the parties fail to agree on said compensation, an independent  
11 arbitrator shall be appointed and the decision of the arbitrator shall be binding upon the parties. Further, if  
12 CONSULTANT is terminated for fault, COUNTY shall give fourteen (14) days prior notice with  
13 opportunity to cure.

14 12.2. Upon such termination, CONSULTANT shall immediately turn over to COUNTY any and  
15 all copies of videotapes, studies, sketches, drawings, computations and other data, whether or not  
16 completed, prepared by CONSULTANT in connection with this Agreement. Such materials shall become  
17 the permanent property of COUNTY.

18 13. INSPECTION

19 CONSULTANT shall furnish COUNTY with every reasonable opportunity for COUNTY to  
20 ascertain that the services of CONSULTANT are being performed in accordance with the requirements and  
21 intentions of this Agreement. All work done and materials furnished, if any, shall be subject to COUNTY's  
22 Contract Manager's inspection and approval. The inspection of such work shall not relieve  
23 CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

24 14. OWNERSHIP OF MATERIALS

25 All original drawings, videotapes and other materials prepared by or in possession of  
26 CONSULTANT pursuant to this Agreement shall become the permanent property of COUNTY and shall  
27 be delivered to COUNTY upon demand. COUNTY's reuse of such materials on a project other than the  
28 project for which they were intended shall be at COUNTY's sole risk.

#### **15. INTEREST OF CONSULTANT**

15.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.

15.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or person having such an interest shall be employed.

15.3. CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of COUNTY.

#### **16. INDEMNIFICATION**

16.1. CONSULTANT agrees to the fullest extent permitted by law to indemnify, defend, protect and hold COUNTY and its representatives, officers, directors, designees, employees, agents, successors and assigns harmless from any and all claims, expenses, liabilities, causes of action, demands, losses, penalties, attorneys fees and costs, in law or equity, to the extent arising out of or in connection with CONSULTANT'S negligent acts and omissions or willful misconduct under this Agreement ("Claims"), whether or not arising from the passive negligence of COUNTY, but does not include Claims that are finally determined to be the result of the sole negligence or willful misconduct of COUNTY.

16.2. CONSULTANT agrees to defend with counsel acceptable to COUNTY, indemnify and hold COUNTY harmless from all Claims, including but not limited to:

16.2.1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease or death to persons including but not limited to COUNTY's representatives, officers, directors, designees, employees, agents, successors and assigns, subcontractors and other third parties and/or damage to property of anyone (including loss of use thereof) to the extent arising out of CONSULTANT's performance of any of the terms contained in this Agreement, or anyone directly or indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable;

16.2.2. Liability arising from injuries to CONSULTANT and/or any of CONSULTANT's employees or agents;

1           16.2.3. Penalties imposed upon account of the violation of any law, order, citation, rule,  
2 regulation, standard, ordinance or statute caused by the action or inaction of CONSULTANT;

3           16.2.4. Infringement of any patent rights which may be brought against COUNTY arising  
4 out of CONSULTANT's work;

5           16.2.5. Any violation or infraction by CONSULTANT of any law, order, citation, rule,  
6 regulation, standard, ordinance or statute in any way relating to the occupational health or safety of  
7 employees; and

8           16.2.6. Any breach by CONSULTANT of the terms, requirements or covenants of this  
9 Agreement.

10          16.3. The indemnification provisions of Paragraphs 16.2.1 through 16.2.6 above shall extend to  
11 Claims occurring after this Agreement is terminated, as well as while it is in force.

12          17. **INDEPENDENT CONTRACTOR**

13          In all situations and circumstances arising out of the terms and conditions of this Agreement,  
14 CONSULTANT is an independent contractor, and as an independent contractor, the following shall  
15 apply:

16          17.1. CONSULTANT is not an employee or agent of COUNTY and is only responsible for the  
17 requirements and results specified by this Agreement or any other Agreement.

18          17.2. CONSULTANT shall be responsible to COUNTY only for the requirements and results  
19 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject  
20 to COUNTY's control with respect to the physical actions or activities of CONSULTANT in fulfillment  
21 of the requirements of this Agreement.

22          17.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, the  
23 COUNTY, and COUNTY shall not provide, or be obligated to provide, CONSULTANT with Worker's  
24 Compensation coverage or any other type of employment or worker insurance or benefit coverage  
25 required or provided by any Federal, State or local law or regulation for, or normally afforded to, an  
26 employee of the COUNTY.

27          17.4. CONSULTANT shall not be entitled to have COUNTY withhold or pay, and COUNTY  
28 shall not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security

1 Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or  
2 disability program required or provided by any Federal, State or local law or regulation.

3       17.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or  
4 make any claim against any COUNTY fringe program, including, but not limited to, COUNTY's  
5 pension plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit  
6 program, plan, or coverage designated for, provided to, or offered to COUNTY's employee.

7       17.6. COUNTY shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or  
8 local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

9       17.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent  
10 and conduct itself as an independent contractor, not as an employee of COUNTY.

11       17.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind  
12 or obligate the COUNTY in any way without the written consent of COUNTY.

13       18. INSURANCE

14       18.1. CONSULTANT hereby agrees at its own cost and expense to procure and maintain  
15 during the entire term of this Agreement and any extended term therefor comprehensive general liability  
16 insurance, employer's liability insurance, comprehensive automobile liability insurance, professional  
17 liability insurance, property damage insurance and errors and omissions insurance in a sum acceptable to  
18 COUNTY and adequate to cover potential liabilities arising in connection with the performance of this  
19 Agreement and in any event not less than the minimum limit set forth as follows:

<u>Insurance</u>	<u>Minimum Limit</u>
Errors & Omissions Coverage	\$1,000,000
Worker's Compensation, Coverage A	Statutory
Employers Liability, Coverage B	\$1,000,000
Comprehensive General Liability (Including Contractual Liability):	
Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence/

1 \$2,000,000 aggregate

2 Comprehensive Automobile Liability  
3 (owned, hired & non-owned vehicles)

4 Bodily Injury \$1,000,000 per occurrence

5 Property Damage \$1,000,000 per occurrence

6 18.2. Special Insurance Requirements. All insurance required under paragraph 18 shall:

7 18.2.1. Be procured from an insurer authorized to do business in California;

8 18.2.2. Name COUNTY as an additional insured on the comprehensive general liability  
9 and property damage insurance and provide that COUNTY may recover for any loss suffered by  
10 COUNTY by reason of CONSULTANT's negligence;

11 18.2.3. Certificate of Insurance shall be mailed to (a) Planning and Development Services  
12 Department, County of Imperial, Attn: Director, 801 West Main Street, El Centro, CA, 92243  
13 and (b) copy to Risk Management, County of Imperial, 940 Main Street, Suite 101, El Centro,  
14 CA, 92243; and

15 18.2.4. Provide that such policy or policies will not be cancelled or materially changed  
16 with respect to parties, coverage or limit or liability unless thirty (30) days prior written notice of  
17 the proposed cancellation or material change is given to COUNTY, cancellation or material  
18 change without the prior written consent of the COUNTY shall, at the option of the COUNTY,  
19 be grounds for termination of this Agreement.

20 18.3. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any  
21 insurance policy required by this Agreement, CONSULTANT shall, if requested by COUNTY, cause to  
22 be given to COUNTY satisfactory evidence in the form of a certificate that insurance policy premiums  
23 have been paid or a certificate evidencing the policy and executed by the insurance company issuing the  
24 policy or its authorized agent.

25 18.4 Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be  
26 construed to preclude CONSULTANT from obtaining and maintaining any additional insurance policies  
27 in addition to those required pursuant to this Agreement.

28 19. ASSIGNMENT

1        Neither this Agreement nor any duties or obligations hereunder shall be assignable by  
2 CONSULTANT without the prior written consent of COUNTY. CONSULTANT may employ other  
3 specialists to perform services as required with prior approval by COUNTY.

4        20. THE CIVIL RIGHTS, HCD, and AGE DISCRIMINATION ACTS ASSURANCES:

5        During the performance of this Agreement, CONSULTANT assures that no otherwise qualified  
6 person shall be excluded from participation or employment, denied program benefits, or be subjected  
7 to discrimination based on race, color, national origin, sex, or handicap, under any program or  
8 activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of  
9 the Housing and Community Development Act of 1974, as amended, and the Age Discrimination  
10 Act of 1975, and all implementing regulations.

11        21. THE TRAINING, EMPLOYMENT, and CONTRACTING OPPORTUNITES:

12        21.1 The work to be performed under this Agreement is a project assisted under a program  
13 providing direct Federal financial assistance from the Department of Housing and Urban  
14 Development and is subject to the requirements of Section 3 of the Housing and Urban  
15 Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that to the greatest  
16 extent feasible, opportunities for training and employment be given lower income residents of  
17 the project area and contracts for work in connection with the Project be awarded to business  
18 concerns which are located in, or owned in substantial part by persons residing in the area of the  
19 Project.

20        21.2 The parties to this Agreement will comply with the provisions of said Section 3 and the  
21 regulations issued pursuant thereto by the Secretary of Housing and Urban Development set  
22 forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued under  
23 prior to the execution of this Agreement. The Parties to this Agreement certify and agree that  
24 they are under no contractual or other disability which would prevent them from complying with  
25 these requirements.

26        21.3 The CONSULTANT will send to each labor organization or representative of workers  
27 with which he has a collective bargaining agreement or other contract or understanding, if any, a  
28 notice advertising to said labor organization or worker's representative of his commitments

1 under this Section 3 clause and shall post copies of the notice in conspicuous places available to  
2 employees and applicants for employment or training.

3 21.4 The CONSULTANT will include these Section 3 clauses in every contract and  
4 subcontract for work in connection with the PROJECT and will, at the direction of the State, take  
5 appropriate action pursuant to the Agreement upon a finding that the CONSULTANT or any  
6 contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and  
7 Urban Development, 24 CFR Part 135 and, will not let any contract unless CONSULTANT or  
8 contractor or subcontractor has first provided it with preliminary statement of ability to comply  
9 with the requirements of these regulations.

10 21.5 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135,  
11 and all applicable rules and orders of the Department issued thereunder prior to the execution of  
12 the Agreement shall be a condition of the Federal financial assistance provided to the Project,  
13 binding upon the CONSULTANT, its successors, and assigns. Failure to fulfill these  
14 requirements shall subject the CONSULTANT, its contractors and subcontractors, its successors,  
15 and assigns to those sanctions specified by the grant or contract through which Federal assistance  
16 is provided, and to such sanctions as are specified by 24 CFR Part 135.

17 22. STATE NONDISCRIMINATION CLAUSE:

18 22.1 During the performance of the Agreement, CONSULTANT and its subcontractors shall  
19 not unlawfully discriminate against any employee or applicant for employment because of race,  
20 religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age  
21 (over 40) or sex. CONSULTANTS and subcontractors shall ensure that the evaluation and  
22 treatment of their employees and applicants for employment are free of such discrimination.  
CONSULTANTS and subcontractors shall comply with the provisions of the Fair Employment  
23 and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations  
24 promulgated thereunder (California Code of Regulations, Title 2, Section 7258 et seq.) The  
25 applicable regulations of the Fair Employment and Housing Commission implementing the  
26 California Code of Regulations are incorporated into this Agreement by reference and made a  
27 part hereof as if set forth in full. CONSULTANT and its subcontractor shall give written notice  
28

1 of their obligations under this a clause to labor organizations with which they have a collective  
2 bargaining or other agreement.

3 22.2 This CONSULTANT shall include the following nondiscrimination and compliance  
4 provisions of this clause in all subcontracts to perform work under this Agreement

5 "The CONSULTANT hereby agrees to abide by the requirement of executive order  
6 11246 and all implementing regulations of the Department of Labor."

7 23. **NOTICES AND REPORTS**

8 23.1. All notices and reports under this Agreement shall be in writing and may be given by  
9 personal delivery or by mailing by certified mail, addressed as follows:

10 **COUNTY**

11 Planning and Development Services Department  
12 Jurg Heuberger,  
13 ATTN: Director  
14 801 West Main Street  
El Centro, CA 92243  
Phone: (760) 482-4236  
FAX: (760) 353-8338

**CONSULTANT**

15 23.2 All notices and reports under this Agreement may be given by personal delivery or  
16 mailing by certified mail at such other address as either party may designate in a notice to the  
17 other party given in such manner.

18 23.3 Any notice given by mail shall be considered given when deposited in the United States  
19 Mail, postage prepaid, addressed as provided herein.

20 24. **ENTIRE AGREEMENT**

21 This Agreement contains the entire Agreement between COUNTY and CONSULTANT relating  
22 to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements,  
23 understandings, provisions, negotiations, representations, or statements, either written or oral.

24 25. **MODIFICATION**

25 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid  
26 unless the same is in writing and signed by the party against whom the enforcement of such  
27 modification, waiver, amendment, discharge, or change is or may be sought.

28 ///

- 1
- 2 26. **CAPTIONS**
- 3     Captions in this Agreement are inserted for convenience of reference only and do not define,
- 4 describe or limit the scope or the intent of this Agreement or any of the terms thereof.
- 5 27. **PARTIAL INVALIDITY**
- 6     If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,
- 7 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being
- 8 impaired or invalidated in any way.
- 9 28. **GENDER AND INTERPRETATION OF TERMS AND PROVISIONS**
- 10     As used in this Agreement and whenever required by the context thereof, each number, both
- 11 singular and plural, shall include all numbers, and each gender shall include a gender. CONSULTANT
- 12 as used in this Agreement or in any other document referred to in or made a part of this Agreement shall
- 13 likewise include both singular and the plural, a corporation, a partnership, individual, firm or person
- 14 acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity
- 15 or any other entity. All covenants herein contained on the part of the CONSULTANT shall be joint and
- 16 several if more than one person, firm or entity executes the Agreement.
- 17 29. **WAIVER**
- 18     No Waiver of any breach or of any of the covenants or conditions of this Agreement shall be
- 19 construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of
- 20 the same or any other covenant or condition.
- 21 30. **CHOICE OF LAW**
- 22     The laws of the State of California shall govern this Agreement. This Agreement is made and
- 23 entered into in Imperial County, California. Any action brought by either party with respect to this
- 24 agreement shall be brought in a court of competent jurisdiction within said County.
- 25 31. **ATTORNEY'S FEES**
- 26     If either party herein brings an action to enforce the terms thereof or declare rights hereunder, the
- 27 prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees
- 28 and actual costs to be paid by the losing party as fixed by the court.

## 32. AUTHORITY

Each individual executing this Agreement on behalf of CONSULTANT represents and warrants that:

32.1. He/She is duly authorized to execute and deliver this Agreement on behalf of CONSULTANT;

32.2. Such execution and delivery is in accordance with the terms of the Articles of Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

32.3. This Agreement is binding upon CONSULTANT accordance with its terms.

CONSULTANT shall deliver to COUNTY evidence acceptable to COUNTY of the foregoing within thirty (30) days of execution of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first  
above written.

## COUNTY OF IMPERIAL:

By:

## **WALLY LEIMGRUBER, Chairman Board of Supervisors**

**ATTEST:**

**SYLVIA BERMUDEZ**, Clerk of the Board,  
County of Imperial, State of California

### **CONSULTANT:**

By:

**APPROVED AS TO FORM:**

MICHAEL L. ROOD,  
County Counsel

By: JOANNE L. YEAGER  
Assistant County Counsel

## **Exhibit 4**

### **Appendix-M- Conducting-CDBG-Income-Survey**

## **APPENDIX M**

### **GUIDANCE FOR CONDUCTING AN INCOME SURVEY**

Income surveys are used to document Low/Moderate Income Area (LMA) Benefit when American Community Survey (ACS) data is not applicable. This document provides guidance for jurisdictions that wish to conduct an income survey and submit an Income Survey Report (see final section of this document for required contents of the report) to the Department for approval. Income surveys are allowed by the Department and HUD as an alternate method of determining sufficient Low/Moderate Income Area benefit needed to document that a proposed eligible activity will meet the national objective of Low/Moderate Income benefit, according to 24 CFR 570.483(b)(l)(i).

This document should be used in conjunction with Appendix J: Determining Service Area and [HCD Management Memo 14-08](#). Prior to conducting an income survey, applicant staff and any consultants involved in completing the Income Survey Report must review all applicable information in the memo and this guide regarding income surveys. Applicant staff should contact CDBG NOFA staff to review their justification for completing the survey, as income surveys are only allowed when certain circumstances do not allow for use of ACS data. CDBG NOFA staff can also answer any questions regarding service area determination or income survey methodology.

#### **INTRODUCTION**

This document describes guidelines (methodologies) for conducting income surveys to ascertain whether or not a Community Development Block Grant (CDBG)-funded activity designed to benefit an area qualifies as primarily benefiting Low and Moderate Income (LMI) persons. Section 105(c)(2)(A)(i) of the Housing and Community Development Act (HCDA) of 1974 (as amended) stipulates that an activity designed to address the needs of LMI persons of an area shall be considered to principally benefit LMI persons if "...not less than 51 percent of the residents of such area are persons of low and moderate income." HUD's regulatory requirements for conducting a survey to determine the percentage of LMI persons in the service area of a CDBG-funded activity are located at <sup>1</sup> 24 CFR 570.483(b)(1)(i) for the State program.

This revised guidance is based on the States' Program section of HUD's Office of [Community Planning and Development Notice 14-013](#). However, in some places, for purposes of clarity and statistical validity, Department policy is implemented, which may be more restrictive than Federal guidance.

Additionally, it should be noted that HUD has begun the use of American Community Survey (ACS) data for the purpose of determining Low/Moderate Income (LMI) percentage in California. This data is more up-to-date compared to the previously-used 2000 Census data. Now, income surveys will be needed less often, with the exception of service areas that do not conform to Census Block or Tract Groups.

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<sup>1</sup> See information on the [LMISD](#)

The procedures described herein are basic survey methodologies that will yield acceptable levels of accuracy. It is required that CDBG grantees use these methodologies to ascertain that at least 51 percent of the residents of the service area of a CDBG-funded activity are LMI persons. State CDBG regulations at 24 CFR 570.483(b)(1)(a) require that the survey be methodologically sound.

Income surveys are normally used to determine the percentage of LMI persons in a program or project activity service area when ACS data provided from HUD is insufficient. The term specifically used for meeting LMI benefit national objective on an area basis is referred to as Low/Mod Area (LMA) benefit. A jurisdiction needs to have a compelling reason to conduct an income survey, because ACS data is seen as a standard for LMA determination. Some examples of area changes or circumstances that might warrant an income survey are:

- This decision could be based on area change(s) in either population or income as shown by data that is more recent than the Census or American Community Survey:
  - economic changes such as plant openings or closings (e.g., causing large-scale income increases or large-scale job losses in an area);
  - non-economic changes such as natural disasters; and/or
  - recent demographic changes not reflected in current data (e.g., population migration changes).
- It can also be necessary to complete an income survey if the service area of the CDBG activity does not conform to the Census Block or Tract groups. An income survey is used then to determine that the activity (usually a Public Improvement, Public Service or Public Facility activity) will meet LMA National Objective.
  - The Department will review each Income Survey at the time when that the activity is being determined as eligible for LMA National Objective (NOFA application activities (competitive or Supplemental) or Program Income (PI) Waiver activities submitted for approval. If the Income Survey does not follow the methodologies required in this document, the activity may be found ineligible, since the National Objective is an eligibility criterion (i.e., Income Survey did not document to the Department's satisfaction that the service area of the activity meets LMA, has over 51 percent Low/Mod persons residing there). If an element of a survey is unclear to the reviewers during the NOFA Rating and Ranking process, the Department may ask clarifying questions and the survey, or, may deem the survey invalid because the element(s) in question could not be substantiated. In this case, the activity would be ineligible due to not meeting the LMA National Objective.

Applicants may want to consider hiring a professional surveyor to conduct surveys of large areas.

### **The following shall apply to Income Surveys—**

1. **All Income Surveys must state the reason why the survey was conducted:** HUD provides the Low and Moderate Income Summary Data (LMISD) for grantees. This is to be used when determining compliance with the CDBG National Objective of providing benefit to LMI persons on an area basis.<sup>1</sup> The LMISD must be used “to the fullest extent feasible” unless a grantee believes that the data are not current or do not provide enough information regarding income levels in the entire service area.

2. *The Federal CDBG regulations at 24 CFR 570.483(b)(1)(i) require that the survey be methodologically sound, thus all steps of the survey must be documented and submitted to the Department for the income survey to be considered.*
3. Income Survey documents listed at the end of this guidance document must be included in the application for funding to the Department, or in PI waivers. The Department will only review income surveys as part of a jurisdiction's application package during each annual NOFA round. The only exception is Income Surveys for Program Income Waiver activities, which can be submitted to the Department as needed, at the time of submitting the Waiver request.
4. In order to comply with HUD's regulatory requirements, for purposes of documenting benefit to Low and Moderate Income (LMI) persons, State CDBG requires income surveys to be conducted on families and not of households. See [Management Memo 14-03](#) for definition of family. Note that the CDBG Income Limits published on Department's website must be used for family income surveys to determine LMI family status. Refer to the current [income limits by county](#).
5. CDBG Regulatory Definitions of *Income and Family* are described below:

When using a survey for determining family income, jurisdictions must seek to obtain "gross family annual income" information. Thus, the income survey instrument should ask for gross annual income for the family. States are subject to the definitions of income at 24 CFR Part 5. The Department has an income manual on the webpage that provides for specific information about what is or is not included in gross family income. A survey should try to ask for income information that will reflect gross family annual income without getting so complicated as to overwhelm people completing the survey. See the link to the State's CDBG Income Determination Manual here:

<http://hcd.ca.gov/fa/cdbg/IncomeManual.html>

Definition of family is provided in CDBG federal regulations under 24 CFR 5.403. Family includes but not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- A single person, who may be an elderly person, displaced person, nearly-elderly person, or any other single person; or
- A group of persons residing together, and such group includes, but not limited to:
  - i. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size).
  - ii. An elderly family—a family whose head (co-head), spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living with one or more live-in aides. (A live- in aide is a person who resides with one or more elderly persons or near- elderly persons, or persons with disabilities).

- iii. A near-elderly family—a family whose head (co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
  - iv. Disabled family—a family whose head (including co-head), spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.
  - v. A displaced family—a family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
  - vi. The remaining member of a tenant family.
  - vii. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
6. The Department will NOT accept income surveys that do not describe and illustrate in detail the methodology used to conduct the survey, including a copy of the survey instrument used, and an explanation of how random sampling was achieved.
  7. To be valid, submitted income surveys must be not more than 60 months old as of the date of survey completion, and no significant demographic, economic or non-economic changes have occurred in the area since the survey was originally completed.
  8. If CDBG funds are needed to pay for the survey, only CDBG General Administration (GA) funds may be used.

## **PLANNING THE SURVEY FOR AN INCOME SURVEY REPORT**

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The planning stage should include:

1. Verify ACS data is not sufficient for LMA determination (this will require establishing the service area, per Appendix J, and using census block group maps and ACS data to initially determine that the service area does not meet LMA). Submit written explanation to a CDBG NOFA Operations representative (see current NOFA for list of representatives) explaining why an income survey is needed. The Department can then provide a written approval for the use of an income survey.
2. Verify funding sources available to conduct the survey, CDBG General Administration (GA) funding, and/or other local funds.
3. Verify that survey can be completed by jurisdiction staff or if a third party consultant needs to be procured to do the survey (use of GA funds requires federal procurement standards for consultants).
  - Department staff may have contact information on consultants who conduct income surveys.

4. Secure current CDBG income limits for the county, with maximum annual amounts by family size. Current income limits are on the HCD website at the [Income Limits link](#). These Income Limits amounts must be used in the income survey instrument.
5. Document service area of the activity for which the income survey is being conducted, including the size of the universe (residential units) and the minimum number of responses required. The universe must include all housing units for families in the service area. Some housing units may house more than one family. Some service areas may have families that do not benefit from the activity, but they must still be surveyed (i.e., using just the water district's present client list excludes all those homes not presently hooked up to the water system, but are inside the service area universe).
6. Determine the appropriate survey method (door-to-door or mail or combination of both). Decide if a public meeting would be beneficial to discuss the survey with the community and help residents understand the need for the survey and the benefits of completing it.
7. Determine the random sampling method for the survey. There are Internet sites that provide electronic instruments for randomizing survey universes or provide instruction on how to do a random method manually (discussed further in this document).
8. Use the Department Sample Survey Form to create a survey instrument. Plan on translation services for the survey, when you know there are families in the survey universe that are not proficient in English. Sample Income Survey Form can be found on the [CDBG Forms and Reports](#) page on the HCD website. If a jurisdiction creates its own form, it must include, at a minimum, all the data points found in the Department's Sample Form.
9. Write up a narrative of the steps involved and roles and responsibilities of staff working on the survey.
10. Set up a file system to collect all the necessary documents listed at the end of this guidance document that is needed to complete the Income Survey Report. The file system should ensure that all information required to be submitted to the Department in the Report is collected and will be on hand at monitoring is collected.

## A SUMMARY OF STEPS IN CONDUCTING LMI SURVEYS

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When HUD's LMISD data are not used in documenting LMI benefit on an area basis, CDBG grantees must comply with the standards for conducting surveys located at 24 CFR 570.483(b)(1)(i). Experienced researchers employ survey methods that are easy to complete, generate consistent and accurate data, and produce results that answer specific questions. Anybody who has not conducted a survey can still do so by following a systematic approach. This guide describes procedures that may be used to determine LMA status of a CDBG eligible activity area. This guide does not restrict the CDBG grantee to one type of survey methodology, except that currently, telephone surveys are not permitted.

The steps in conducting surveys are as follows:

### Step 1: Select the Type of Survey

Decide which survey method to use: a door-to-door interview, or a mailed questionnaire. Your decision should be based on available staff, size of the sample you need, and the means you have available for identifying random sample of respondents for the survey.

Some things to be aware of regarding the choice of survey method:

1. With a mail survey, use standard 12-point print and do not congest too many questions on one sheet of paper. Be aware that mail surveys generally receive a lower response, so increasing the sample size is very important.
2. The Department has deemed telephone surveys to be methodologically unsound for income survey purposes since it is difficult to be sure that the interviewee is the head of the family (or even an adult) and the information is accurate. Further, telephone records are generally required to match families with addresses, and it can be very difficult given the wide use of cell phones and the quickly declining use of landlines.

## Step 2: Prepare the Questionnaire

For either the door-to-door interview or mailed questionnaire methods, the Department recommends jurisdictions use the Sample Income Survey Form posted on the Department's [Forms and Reports](#) web page. Otherwise, jurisdictions should follow these guidelines:

- At a minimum, all data points collected on the Department's Sample Form must be included in any survey being conducted.
- Questions in the survey should be short, simple and efficient. Keep the language as simple as possible. Avoid bias. Do not encourage particular answers.
- Include other questions if you like, but make sure that the survey does not take too long.
- **Do not** put income limits on the Income Survey Questionnaire.
- Avoid loaded questions (i.e., questions with no correct answers). Loaded questions increase respondent burden.

## Step 3: Select the Sample

**Identify the Sample:** Select a procedure for identifying the sample in the service area and identify a procedure for randomly selecting the sample. Obtain a *complete* list of residents, addresses, and telephone numbers in the service area.

**Determine the sample size:** Determine the sample size needed in order to achieve an acceptable level of accuracy (in some cases you may be required to include all families, individuals in the service area).

**Randomly select the sample:** Make sure you add families to replace refusals and that the entire service area is covered, meaning be certain that you have not excluded certain areas or groups of people. **Commercial (retail and industrial) sites, vacant lots and abandoned and vacant homes should be excluded from the sample because they do not have any effect on the outcome of the survey. Temporary residents may participate in income surveys for CDBG-funded activities such as installation of sewer lines and sewage treatment plants since the temporary residents will use those types of services any time they are at their property.** Use an acceptable random selection method and decide the number of attempts and replacement procedures to be used. Ascertain that the selection of subjects to be included in the sample and replacement procedures are structured to avoid bias; for example, daytime or weekday attempts may skew response rates in favor of unemployed, retired, or single income families.

## Step 4: Conduct the Survey

If you choose to conduct a door-to-door interview survey, select and train your interviewers. One of the most important aspects of any interview survey is the training of the interviewers. The quality of the results of the survey depends on how well the survey is conducted. Even in small studies involving a single researcher-interviewer, it is important to organize in detail the interviewing process before beginning the formal process. Make sure the interviewer(s) are very comfortable with the questions. The training process includes the following major topics:

- describing the entire survey;
- identifying the sponsor of the survey;
- providing the interviewer with a working knowledge of survey research;
- explaining the survey sampling logic and process;
- explaining interview bias;
- ‘walking through’ the interview process;
- explaining respondent selection process;
- explaining scheduling and supervision; and,
- explaining follow-up for non-response.

Make contact with the residents of the service area and consider writing to let people know in advance that you are coming. Or just knock on doors, if this is the procedure you select. Try again (and again) to establish contact and reschedule another interview if initial contact has not resulted in an interview. Replace families you have written off as “unreachable.”

Keep all responses, even if you write a certain response as unusable. The Monitoring unit will expect to see all documents associated with the Income Survey.

## Step 5: Analyze the Results

Complete Income Survey Analysis LMI Worksheet correctly by entering in the street address for responses of each surveyed family, including your calculated LMI percentage. The Income Survey Analysis Worksheet in Excel format with imbedded calculations can be found on the [CDBG Forms and Reports](#) page.

## Step 6: Document and Save Your Results

- Save the completed surveys – *in a form that does not reveal the identity of the respondents*, such as using code numbers to conceal the identity of respondents. Please note, however, the Department reserves the right to review all original surveys to ensure accuracy.
- Save the list of respondents – *in a form that does not identify their responses*.
- Save the description of the service area, the list of your sampling procedures as well as the original sample, interview sheets or completed surveys, tabulations and a list or memo describing how other survey elements were handled, including replacements and replacement methods). **Save your data.**

## SERVICE AREA

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The service area for the activity must be determined prior to commencing the survey. One of the crucial aspects of qualifying an activity principally benefiting LMA is the proper identification of the service area. See Appendix J for detailed instructions on service area determination. At a minimum a clear map must be developed showing the service area boundaries. If the service area is for a specific project, then the location of the project must be clearly identified on the service area map. The map should also clearly show that the service area is predominately residential. Include a narrative describing how the boundary of the service area was defined (i.e., a neighborhood park has a service area based on a 10 minute walk time for local residents). A submitted income survey that does not include a readable service area map, with identifiable boundaries, will likely be rejected by the Department.

The service area need not be coterminous with Census Tracts or other officially recognized boundaries; it is critical that the service area **be the entire area served by the activity** (see 24 CFR 570.483 (b)(l)(i)). Income data from HUD may be usable for a portion of the service area while an income survey may be used for the remaining portion of the service area, provided that each source independently meets the 51 percent Low-Mod Income requirement. If your jurisdiction has a situation like this, please contact your CDBG NOFA Operations staff, as listed in the current NOFA.

The responsibility for outlining the area served by the activity rests with each applicant/grantee. In determining the service area for an activity, the applicant/grantee must take into consideration:

- The nature of the activity: e.g., *assisting a small two-lane street in a residential neighborhood vs. that of assisting an arterial four-lane street that may pass through the neighborhood but is clearly used primarily by persons commuting from other areas outside the neighborhood.*
- The location of the activity: e.g. *where an activity is located may affect its capacity to serve particular areas, especially when the location of a similar activity is nearby.*
- Accessibility issues: e.g., *if a geographic barrier such as a river or freeway separates persons residing in an area in a manner that precludes them from taking advantage of a facility that is otherwise nearby, that area should not be included in the service area. Language barriers might also constitute an accessibility issue in some circumstances.*

The service area of the activity must be primarily residential and the activity must meet the identified needs of LMI persons.

- An activity with a service area that is not primarily residential may not qualify under the LMI area benefit category even if the activity provides benefits to all residents in the service area, and 51percent of the residents are LMI persons. This requirement does not apply to the location of the activity itself but rather the service area of the activity. As such, it does not mean that activities located in commercial districts cannot be qualified under the LMI area benefit category on the virtue of their geography. The primarily residential test is applied to the service area of the activity. For example, activities that support the infrastructure of a commercial district composed of institutions and firms that serve a national and international clientele will not qualify under LMI area benefit. In contrast, if the commercial district is composed of stores and businesses that serve local customers such that the service area boundaries of the commercial district is around a primarily residential area with the requisite percentage of LMI residents, the activity qualifies under the LMI area benefit category. In addition, an activity “housed” in a downtown area (for example, a Public Facility, a library) but serve a larger, residential area, would qualify under the LMI area benefit category.

## ADEQUATE SAMPLE SIZE

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The required sampling size is determined by the size of the universe of the service area. The following table should be used to determine how many families a surveyor needs to interview to develop a survey of acceptable accuracy. For example, if you had a small water district of only 50 families, you would have to get responses from all 50 families. If the district had 500 families, you would have to get responses from 250. If the district had 5,000 families, you would have to get responses from 400.

**Note:** These are *minimum* responses and the Department suggests use of a larger sample (when appropriate) to ensure the income survey sample size remains adequate should some respondents be removed from the sample, and to cover any sample size attrition due to non-respondents.

### Required Sample Sizes for Universes:

<u>Number of Families in the Universe</u>	<u>Minimum # of Responses</u>
1 - 50	All
51 - 55	50
56 - 63	55
64 - 70	60
71 - 77	65
78 - 87	70
88 - 99	80
100 - 115	90
116 - 138	100
139 - 153	110
154 - 180	125
181 - 238	150
239 - 308	175
309 - 398	200
399 - 650	250
651 - 1,200	300
1,201 - 2,700	350
2,701 or more	400

## PARTICIPANTS / RESPONDANTS

**Commercial sites, vacant lots and abandoned/vacant homes should be excluded from the survey.** However, temporary residents (e.g., residents of vacation homes or seasonal cabins) may not participate in an income survey if their benefit of a service or an activity is incidental. For example, the use of a library or senior center by temporary residents would be considered an incidental benefit.

**Temporary residents may participate in income surveys for CDBG-funded activities such as installation of sewer lines and sewage treatment plants, etc.,** as those individuals will indeed benefit from this type of activity at any time they reside at the property. The Survey document must identify whether temporary residents were included or not and why.

**Non-Respondents:** Even the best-prepared surveyor will typically encounter non-respondents: the resident may not be home, refuse to be interviewed, or will provide an incomplete form. Non-response rates greater than 20percent may affect the validity of the survey. **If the surveyor decides to use replacements, they must be selected through the same random process as the original group.**

Over-sampling is a good way to avoid the issue of non-respondents. As a general rule, when dealing with a universe of over 100 families, over-sampling should be 10 percent of the required responses; for a universe of over 400 families over-sampling should be 20 percent of the required responses, etc.

**Note regarding PTAs:** *Income surveys are not eligible for funding through PTA grants, but an income survey maybe needed to determine the study being conducted within the PTA will be eligible. (General Administration funds may be used to pay for an income survey).*

## **INFORMATION ABOUT RANDOM SAMPLING**

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The Department will accept sampling statistics that represent the population as a whole if the applicant/grantee uses a methodologically sound survey. Conversely, the Department may, after reviewing the submitted data, determine that the methodology was statistically unsound. In such cases, the Department will deem the Income Survey and thus the corresponding activity ineligible, or may use other generally recognized data such as HUD's Low-Mod Income data.

1. **Coded Questionnaires:** A simple method of coding is to place a number on the surveys or return envelopes. When the survey is received, a list of returned numbers is kept. If the response rate is not high enough so that follow-up contacts are needed, the addresses of numbers for which no response has been received can be looked up and additional surveys sent out. Information on drawing random numbers is available at [www.randomizer.org](http://www.randomizer.org) or [www.random.org](http://www.random.org).
2. **Random Sampling:** The guiding rule for sampling families or individuals from the larger population is the avoidance of sampling bias. That is, sampling should not systematically exclude certain types of respondents. For example, surveys conducted mid-week during the day may exclude working families and provide inaccurate statistics about the larger population. If the survey methodology contains a sampling bias, larger sampling sizes will not solve the problem because certain portions of the population will continue to be systematically excluded from the sampling.

As a general rule, each individual within the population should have an equal chance of being surveyed. Beware of using data sources that contain only certain portions of your beneficiary population. For example, some utility billing lists may contain only property owners, while the beneficiaries will be both owners and renters. Additionally, the utility billing will only include those in the service area that presently use the utility and not necessarily all homes/families. Tax rolls can be used for door-to-door surveys to provide a list of addresses in the universe, but should be adjusted for apartment buildings. City indexes and 911 maps are often helpful sources of data. After identifying the universe, the surveyor must conduct a random drawing of a number of addresses that exceeds the minimum required for that universe.

## **CONDUCTING THE SURVEY**

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The survey process should include a way to identify specific families who responded to the questionnaire while ensuring the respondents' confidentiality. For example, respondents may be particularly sensitive to the question of family income, or if a respondent's address is requested on the questionnaire, many persons may not answer the income questions or may not complete the questionnaire at all. Confidentiality must be always emphasized to the respondents. The Department recommends the survey have two pages. One page with the respondent's identifying information (name, address, etc...) and a space to assign a code number to the survey. That code number should be also placed on page two of the survey; page two contains all the survey questions. For verification purposes, the survey sheet must have a tracking number that will connect it to the person who filled out the survey.

Some acceptable survey methods that preserve the anonymity of the respondent are:

**1. Methodology:**

- a. **Door-to-Door Interviews:** The surveyor may hand deliver the survey to the respondent and conduct the survey orally. It is crucial that the interviewer works during different times of the day and on weekends to avoid excluding certain groups. Door-to-door interviews are a reliable method of data collection and tend to receive a high response rate. However, they are the most expensive and the responses may be influenced by the interviewer's presence and characteristics.
- b. **Mailed Questionnaires:** The survey form must be accompanied by a letter of explanation and a self-addressed stamped envelope. Upon receipt of the completed survey, the address can be checked off the address list and the envelope and survey can be separated. Mail surveys are generally less expensive to conduct and can avoid the issue of sampling bias by surveying the entire universe. The main disadvantage of mail surveys is they can have a low return rate. If the applicant uses this method, a statement ensuring respondent confidentiality should be included. HUD does not recommend mail surveys unless at least one follow-up letter or physical attempt to conduct the survey at the residence is made to obtain an adequate response rate.
- c. **Telephone Surveys:** Telephone interviews are **not an acceptable** methodology as discussed above.

**2. Publicity:** To promote citizen participation, it may be worthwhile to arrange advance notice regarding the survey, including date, reason and method of survey. As with all aspects of the survey, any publication must be worded so that it does not bias the results.

**3. Confidentiality:** Emphasis must be made to survey participants that their answers will be kept confidential. People are more likely to provide honest answers if their answers are to remain confidential. You should do your very best to maintain this confidentiality. **As noted above, it is recommended that the respondent's name, address, and telephone number appear only on the cover sheet of the questionnaire. After the survey is completed, the cover sheet may be numbered and separated from the actual interview sheet. If the cover sheets and the questionnaires are both numbered, they can be matched if necessary.** It is suggested that the grantee make reasonable efforts to protect the privacy of those surveyed and follow applicable State and local laws regarding privacy and obligations of confidentiality. However, please note that the all information, including confidential survey forms, must be maintained by the grantee for monitoring purposes.

The reason for collecting income data is for the applicant jurisdiction to make a determination of how many persons surveyed fall into the categories of Low/Mod (80 percent AMI or under) and Non-Low/Mod (over 80.01 percent AMI). The current income limits by county, adjusted for family size, are published by HCD annually and must be used in calculating the percentage of

the population that falls within each category. Surveyors should consult the HCD webpage and use the current income limits *for the county where the service area is located* in making their determinations. [Current income limits](#) can be found at the link.

## LIFESPAN OF A SURVEY

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Department policy is that an income survey expires after **60 months** from the date of the Department's approval of the eligible activity but the grantee would have to be sure that there have been no significant demographic, economic or non-economic changes in the area during that time. Such changes may include factory openings or closings, layoffs by a major employer in the service area, or the occurrence of major disasters (such as tornados hurricanes, earthquakes, etc.). Note that even if a survey is current, it cannot be used for a different activity in a different service area; however, it might be usable for another activity in the same service area. Also, if the grantee does not maintain the confidential data survey forms and the Department is unable to determine, at monitoring, that the submitted data can be verified, the survey will no longer be able to be used.

## SAMPLE SURVEY FORM

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A sample survey questionnaire is posted on the Department's website (link below) to assist the applicant in using a method of surveying that allows for validation and, at the same time, preserves the confidentiality of the respondent. Applicants may include other questions designed to elicit information that they determine is important. However, experience has shown that overly detailed surveys may adversely affect the response rate.

The questions are designed to provide data regarding family size, income, and other reporting requirements. Family size and income are of particular significance in determining benefit to an area.

The Department's Survey Form can be found on the [CDBG Forms and Reports](#) page.

## CALCULATING THE SURVEY RESULTS

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Interviewers should turn their completed surveys over to the person who will tabulate and analyze the data. That person should review each survey to ensure that it is complete and that each question is answered only once and in a way that is clear and unambiguous. Questions or errors should be clarified. It also may be necessary to contact a respondent to clarify incomplete or ambiguous responses. If a question or an error cannot be resolved, a replacement should be added and the new respondent contacted. Note that editing is an ongoing process because even after you have started to tabulate or analyze the data, you may come across errors that need correction.

All survey questionnaires should be saved, ***including*** those determined to be unreliable.

After all the data for each family has been collected, edited and tabulated, it is time to calculate the total percentage of **Low/Mod persons**. The Department has created Excel worksheets with imbedded calculations for correct tabulation of results, based on size of survey. It can be found on the [CDBG Forms and Reports](#) page.

Steps for using the worksheet:

1. Determine your county's 80 percent of Area Median Income by family size by going to the HCD website via this link: [Income Limits](#) and looking up your county data.
2. Fill in each income amount under the appropriate family size from the 80 percent line on the Income Limits sheet for your county.
3. List each address and the number of people in the family at that address, and the associated income. An address may be listed more than once if more than one family resides at the same address.
4. After all addresses surveyed are loaded into the worksheet, the LMI percentage will calculate near the top of the page. If that calculation is 51 percent or above, the National Objective of LMI/L/MA has been met. If the calculation is 50.99 percent or below, the National Objective of Low/Mod Area Benefit has not been met.

## **DOCUMENTING THE SURVEY RESULTS**

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It is important that the results of the survey be documented for future reference and for auditing/monitoring purposes. For purposes of data integrity, the surveyors should not be the staff entering the data into the survey analysis worksheets.

Documentation should be retained as follows:

1. Separate all identifying Information from the surveys. When the survey is complete, the respondents' identifying information (e.g., name, address, telephone #) must be separated from the surveys and **retained**.
2. Make sure that the code numbers are clear and legible on both the identifying information page and the survey page in the event the surveys need to be verified against the respondent information during monitoring or survey methodology verification.
3. Keep the completed surveys. This provides evidence that the survey was actually conducted and must be made available to the Department upon request for validation and/or monitoring purposes.
4. Keep all responses, even if you exclude a response due to insufficient information.

## **SUBMITTING THE SURVEY RESULTS (Income Survey Report)**

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**All of the items listed below must be included with the Income Survey Report as part of an application submission or PI Waiver submission to the Department.** Much of the information below will be submitted in a narrative form. As such, incomplete or limited information could result in the Department determining that the lack of information/description will not allow the Department to approve the survey and therefore the activity.

**Explain/describe/provide the following:**

- 1. Why was a survey necessary? Why couldn't HUD's LMISD data be used?**
2. Describe the methodology used for the survey process.
3. Describe the methodology for determining the surveyed service area (fully describe the service area and why the service area boundaries have been used).
  - a. Include a map of the jurisdiction and a detailed map the service area, showing project location and residential make-up of the area.
  - b. Identify other similar activities/projects (e.g., other parks).
4. Describe the survey sampling logic and process (how sampling size was determined). What is the total population within the service area, how many addresses, and so on?
5. Describe the respondent random selection process. Were families excluded and why?
6. Describe the scheduling as well as who performed and supervised the survey process. Dates of mailing, dates of door-to-door survey and date when surveying was complete.

7. Describe the follow-up process for non-respondents. How many addresses of the total did not respond?
8. Describe the replacement process for non-respondents.
9. How random sampling was obtained. Why this sampling would result in an accurate determination of Low/Mod percentage?
10. Include a copy of the LMI Worksheet with the results (the worksheet can be found on the [CDBG Forms and Reports page](#)). *The Worksheet must include the street addresses for all respondents.*
11. How were surveys coded to ensure confidentiality but also to provide an audit trail?
12. Describe how temporary resident families were counted or not and why.
13. Include a blank copy of the actual Survey Questionnaire used.
14. Submit the completed Survey Analysis Excel form found on the CDBG [Forms and Reports page](#). ALL completed surveys must be kept in the jurisdiction's file for validation and/or monitoring purposes.
15. Include a list of persons involved in the income survey and their individual roles.

Keep all survey back-up documentation for the same retention period per CDBG grant/PI Waiver requirements.