

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MARIPOSA COUNTY RESOLUTION NO. 83-10

BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approved the following document, and Vice-Chairman, GERTRUDE R. TABER is hereby authorized to sign same:

Amendment to the LIHEAP Weatherization Contract

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 11th day of January 1983, by the following vote:

AYES: Taber, Barrick, Dalton, Moffitt
NOES: None
ABSENT: None
ABSTAINED: None

Gertrude R. Taber
GERTRUDE R. TABER, Vice Chairman
Mariposa County Board of Supervisors

ATTEST:

Ellen Bronson
ELLEN BRONSON, County Clerk
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Richard K. Denhalter
RICHARD K. DENHALTER
County Counsel



EDMUND G. BROWN JR.
GOVERNOR

State of California
GOVERNOR'S OFFICE
OFFICE OF ECONOMIC OPPORTUNITY
1600 NINTH STREET, ROOM 340
SACRAMENTO 95814
(916) 322-2940

December 27, 1982

Dear Contractor:

The State Department of General Services legal staff has refused to approve the LIHEAP weatherization contract until the last sentence in Article 13.B(2), "Any exceptions to this provisions shall be negotiated in advance with OEO," has been deleted.

Therefore, the enclosed five copies of page 10 with the lined-out sentence must be initialed and returned to this office as soon as possible. Please use the enclosed envelope to return the initialed pages.

We will do our best to expedite the processing of the contract upon receipt of the initialed pages.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan J. Bengyel".

Alan J. Bengyel
Manager
Weatherization Program

AJB:DRM:pll

Enclosures

cc: Ken McClellan, Deputy Director

- (1) Contractor agrees that materials, tools, equipment, vehicles, and labor provided with funds under this agreement shall be utilized only to provide services to eligible residential dwellings, as defined in Article 11.A, under this agreement.
- (2) Contractor agrees that title to all non-expendable tools, equipment, and vehicles procured with funds under this agreement remains with OEO and further agrees that such items are restricted for use under this federally funded contract administered by OEO. ~~Any exceptions to this provision shall be negotiated in advance with OEO.~~

A.P.J.

C. Administration

Contractor shall charge all costs which are not directly related to the provision of energy conservation services to the Administration budget line item, not to exceed the amount designated as Administration on Attachment A, Budget.

Examples of such costs are accounting services, audit, etc.; Federal Management Circular (FMC) 74-4: "Cost principles applicable to grants and contracts with state and local governments" shall be used as a guide for defining such costs.

Contractor shall not charge security deposits, penalties, late fees, or interest charges against this agreement.

14. Labor

To the maximum extent practicable, Contractor will secure the services of volunteers, California Conservation Corps members, training participants, and public service employment workers, pursuant to CETA, to work under the supervision of qualified supervisors and foremen.

Contractor may, within constraints of the budget:

- A. Supplement wages paid to training participants and public service employment workers pursuant to CETA, subject to permission by the U.S. Department of Labor.
- B. Hire personnel whose functions directly relate to the provision of services to eligible applicants.
- C. Subcontract with a licensed private contractor (particularly a non-profit organization or a business owned by disadvantaged individuals which performs weatherization services) to install weatherization materials, provided that an adequate number of volunteers, training participants, public service employment workers, and/or paid staff is not available.

PRIOR permission to subcontract with a licensed private contractor must be obtained from OEO, and such approval will be contingent upon receipt and evaluation by OEO of the following documentation:

- (1) A completed CSOEO Form 70P, "Request to Utilize For-Profit Contractor". (A copy of which has been furnished to the Contractor.)