

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 17-MITPPS-21016	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME

City of Moorpark

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

6/25/2025

3. The maximum amount of this Agreement is:

\$57,713.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Authority, Purpose, and Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C *	State of California General Terms and Conditions	GTC 4/17
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Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Moorpark

CONTRACTOR BUSINESS ADDRESS

799 Moorpark Ave

CITY

Moorpark

STATE

CA

ZIP

93021

PRINTED NAME OF PERSON SIGNING

Troy Brown

TITLE

CITY MANAGER

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

12/12/22

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 17-MITPPS-21016	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 West El Camino Avenue, Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Michael White

TITLE

Contracts Office Manager, Contract Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Michael White

DATE SIGNED

12/12/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per SCM Vol. 1 4.04.A.3
(DGS memo dated 6/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

The California Department of Housing and Community Development (hereinafter "Department") is the lead and responsible entity for administering the Community Development Block Grant – Mitigation (hereinafter "CDBG-MIT") funds appropriated under Public Law 115-123 and allocated to the State of California by the U.S. Department of Housing and Urban Development (hereinafter "HUD"). CDBG-MIT supports the State of California to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses in areas impacted by the Federal Emergency Management Agency's Major Disaster Declaration DR-4344 in October 2017 and DR-4353 in December 2017/January 2018. CDBG-MIT Planning and Public Services Program (hereinafter "MIT-PPS") projects are funded by CDBG-MIT funds to address risks to, or across, community lifelines that support human health and safety and provide mitigation for individual and community-based systems.

2. Scope of Agreement

A. **Grant Funds**

Subject to the terms and conditions of this Standard Agreement (hereinafter "Agreement"), the Department has allocated and agrees to provide grant funds in the maximum amount identified below to the subrecipient identified as "Contractor" on page 1, Section 1 of the STD 213 form (hereinafter "Subrecipient") for all Work (defined below) identified in this Agreement (hereinafter "Subrecipient Award"). All payments made to the Subrecipient will adhere to the provisions described in Exhibit B, Section 4 (Method of Payment) herein. In no instance shall the Department be liable for any costs in excess of this amount, nor for any unauthorized or ineligible costs or expenses. The Subrecipient Award is and shall not exceed \$500,000 per project and \$2,500,000 per subrecipient.

This Agreement governs the Subrecipient Award and each individual Project thereafter proposed by the Subrecipient and approved by the Department (each an "Approved Project", and collectively the "Approved Projects"), the budget for each of which is to constitute some portion of the Subrecipient Award. The cumulative total amount of all Approved Projects shall not exceed the total amount of the Subrecipient Award.

B. **Implementation of Agreement**

By entering into this Agreement and thereby accepting the Award of grant funds, the Subrecipient agrees to comply with and implement this Agreement in a manner satisfactory to the Department and HUD and consistent with all

EXHIBIT A

applicable laws, regulations, policies and procedures that may be required from time to time as a condition of the Department providing the grant funds, including but not limited to, all applicable CDBG-MIT Program Administration and Compliance requirements set forth by this Agreement, and in accordance with the Application documentation previously provided by the Subrecipient and made a part hereof. The Department's providing of grant funds under this Agreement is specifically conditioned on Subrecipient's compliance with this provision and all terms and conditions of this Agreement, the most recently published version of the Department's CDBG- MIT Action Plan for 2017 disasters (<https://www.hcd.ca.gov/community-development/disaster-recovery-programs/cdbg-dr/cdbg-mit-2017/index.shtml>) and any amendments thereto, related Federal Register notices, and the requirements of the authorities cited above, as the same may be amended from time to time.

This Agreement is subject to written modification and termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. **Subrecipient Scope of Work**

The Subrecipient scope of work (hereinafter "Work") for this Agreement shall consist of the following:

The Subrecipient shall perform the funded activities described in the Work, as detailed in Exhibit F. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Subrecipient to modify any or all parts of the Application in order to comply with CDBG-MIT program requirements. The Department reserves the right to monitor all Work to be performed by the Subrecipient, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

- A. For the purposes of performing the Work, the Department agrees to provide the amount(s) identified in Exhibit B Budget as detailed in Exhibit F, Additional Provisions. Unless amended, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs.
- B. Planning activity(ies), as defined in the MIT-PPS Policies and

EXHIBIT A

Procedures, do not have to meet a CDBG-Mitigation National Objective. Public Service activity(ies), as defined in the MIT-PPS Policies and Procedures, shall meet one of the two CDBG-Mitigation National Objectives:

1. Benefit to Low/Moderate Income Persons; or
 2. Urgent Need Mitigation
- C. Subrecipient shall collect data and submit reports to the Department in accordance with the reporting requirements detailed in Section 24 of Exhibit D herein.
- D. The Subrecipient shall monitor all Approved Projects in accordance with the requirements of Section 1.9 of the MIT-PPS Policies and Procedures.

4. Effective Date and Commencement of Work

- A. This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213 (the "Effective Date").
- B. Subrecipient agrees that no Work toward the implementation of the project activity or program activity, as identified in Exhibit F, shall commence without prior written authorization from the Department prior to the execution of this Agreement by the Department.

5. Term of Agreement and Performance Milestones

- A. Term of Agreement: With the exception of the grant closeout procedures set forth in Exhibit B, Section 7, the Subrecipient shall complete the Approved Project(s) activities on or before the expenditure deadline identified on the STD 213 of this Agreement and identified below. Time is of the essence in order to ensure complete and compliant Projects before grant closeout. All grant funds must be expended by: **06/25/2025, unless expressly extended by the department in writing**
This Agreement will expire on: **06/25/2025**
- B. Performance Milestones: Subrecipient shall adhere to the performance milestones below. Time is of the essence with respect to all such milestones.

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1. Subrecipient must submit monthly report data in accordance with the requirement of Section 1.24 of the MIT-PPS Policy and Procedure to HCD during the term of this Agreement.
2. Subrecipient must fully expend all MIT-PPS activity funds within three years of execution of this Agreement. If Subrecipient fails to fully expend MIT-PPS activity funds within three years of execution of this Agreement, the Department reserves the right to disencumber the Subrecipient's Award amount in this Agreement by the amount then unspent.

Failure to meet performance milestones:

If any performance milestones listed above are not met, the Department reserves the right to withhold further payments to Subrecipient until such time as satisfactory progress is made toward meeting the performance measures. Subrecipient shall diligently work with MIT-PPS staff to submit: (a) a written mitigation plan specifying the reason for the delay; (b) the actions to be taken to complete the task that is the subject of the missed measure deadline; and, (c) the date by which the completion of said task will occur.

The Department reserves the right to reallocate unobligated grant funds within the MIT-PPS program, in its sole and absolute discretion if the Department determines the Subrecipient is unable to meet the performance milestones in a timely manner following the failure to meet said milestones. The Department reserves all rights and remedies available to it in case of a default by Subrecipient of its responsibilities and obligations under the terms of this Agreement. All remedies available to the Department are cumulative and not exclusive.

- C. The Subrecipient and its Contractors, as applicable, shall adhere to all performance and Project milestones as established above.

8. **MIT-PPS Program Contract Management**

- A. Department Contract Manager: The Department Contract Manager for this Agreement is the MIT-PPS Program Manager or the Program Manager's designee. Written communication regarding this Agreement shall be directed to the Department Contract Manager at the following address:

CA Department of Housing and Community Development
Division of Financial Assistance – MIT-PPS
P.O. Box 952054

EXHIBIT A

Sacramento, CA 94252-2054

- B. Contract Management: Day-to-day administration of this Agreement shall take place via Grants Network, including but not limited to:
1. Financial Reports (Funds Requests)
 2. Activity Reports
 3. Other Reports, as required
 4. Submittal of any and all requested supporting documentation
 5. Standard Agreement Issuance and Amendments
- C. Subrecipient Contract Administrator: The Subrecipient Contract Administrator (must be a Subrecipient employee) is identified in Exhibit G, Profile. Unless otherwise directed by the Department, any notice, report, or other communication required by this Agreement shall be directed via Grants Network or written to the Subrecipient's Contract Administrator at the contact information identified in Exhibit G, Profile.

EXHIBIT B

BUDGET DETAILS AND PAYMENT PROVISIONS

1. Budget

All Budget amounts are specified in Exhibit F, section 3, Budget Worksheet.

2. Availability of Funds

- A. The Department's provision of funding to Subrecipient pursuant to this Agreement is contingent on the availability of CDBG-MIT funds, and subject to the requirements to spend 50% of program funds to benefit the MID, and 70% of grant-wide funds for LMI benefit, and continued federal and state authorization for CDBG- MIT activities and is subject to amendment or termination due to lack of funds or authorization.
- B. The Department shall be relieved of any obligation for making payments to the Subrecipient if funds allocated to the State by HUD cease to be available for any reason or there is any limitation on, or withdrawal of, the Department's authority to administer the CDBG-MIT program or any portion thereof.

3. Expenditure of Funds

A. Project and Activity Costs

No Project or Activity costs may be incurred or funds reimbursed until and unless Subrecipient provides documented compliance with the National Environmental Protection Act (NEPA) requirements established in 24 CFR 50, 24 CFR 58, and 42 USC 4321, et seq. and California Environmental Quality Act (CEQA); California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000 – 15387 as referenced in Exhibit D, section 14

Activity Delivery Costs may be incurred prior to documented NEPA and CEQA compliance. See Section 4(A)(3) below for reimbursement requirements of Activity Delivery costs.

B. Priority of Funds

The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

C. Withholding Funds

The Department reserves the right to withhold payments pending timely delivery of program and project reports or documents as may be required under this Agreement, and for defaults by the Subrecipient, as noted in Exhibit D.

EXHIBIT B

D. Disencumbering Funds

Disencumbering Funds: The Grantee agrees that funds determined by the Department to be surplus upon completion of the activity, or that have not been spent prior to the Expenditure Deadline, will be subject to disencumbrance by the Department.

E. Indirect Costs

The Department will only consider reimbursement of indirect cost expenditures from Subrecipients that have an approved Indirect Cost Rate Proposal from the Department, HUD or other cognizant federal agency. If Subrecipient does not have an approved Indirect Cost Rate Proposal, Subrecipient shall develop a proposal for determining the appropriate CDBG-MIT share of indirect costs and shall submit it to the Department for approval prior to submission of Financial Reports for reimbursement of indirect cost expenditures.

F. Compliance with the OMB Uniform Guidance Audit Requirements

Grant funds will not be disbursed to any Subrecipients identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the OMB Uniform Guidance and 2 CFR Part 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Guidance is demonstrated to the satisfaction of the Department.

G. Grant Administration

The Subrecipient agrees to administer this Agreement in accordance with the provisions of Section 7097 through and including Section 7126 of Title 25 of the California Code of Regulations.

4. Method of Payment

Payments will be made directly to Subrecipients as reimbursements based on the documented and satisfactory completion of agreed upon performance milestones detailed in Subrecipient Work as indicated in Exhibit A, and confirmation of Subrecipient's compliance with the terms of this Agreement.

Financial Reports shall be submitted electronically through Grants Network. The Department shall not authorize payments or reimbursements unless it has determined the activities indicated in the Financial Report have been performed in compliance with the terms of this Agreement and any other agreements executed by the parties in connection herewith. Financial Reports shall be submitted by the Subrecipient to the Department at least once per month.

EXHIBIT B

A. Reimbursements for Costs Incurred

1. The Subrecipient may use grant funds for reimbursement by the Department for Eligible Expenses as defined herein, applied to Activities approved by the Department through the application processes described in Exhibit A. Eligible Expenses include but are not limited to, costs associated with Subrecipient program implementation, including staff time and development of policies and procedures for Approved Activities, as determined by the MIT-PPS Program Policies and Procedures.
2. Activity Delivery Costs expenditures shall be paid only after such costs are expended for Work satisfactorily completed, provided the Department determines that the Program Performance Milestones in this Agreement and/or Approved Project Performance Milestones are on track. Subrecipient may expend up to the indicated Activity Delivery amount identified in Exhibit A.
3. To receive reimbursement for Projects and Activities, the Subrecipient shall timely submit all required Department forms via Grants Network. Financial Reports must include the level of documentation specified by the Department in the Department's Grant Administration Manual located on the Department's website, in order to be reviewed and processed.

B. Final Financial Reports

1. The final Financial Report for the Subrecipient Award must be submitted to the Department before the expenditure deadline of this Agreement.
2. If the final Financial Report for costs expended during the term of this Agreement has not been received by the Department before the expenditure deadline in Exhibit A, the Department may disencumber any funds remaining in which case grant funds will no longer be available to the Subrecipient.

5. Recapture of Funds

A Subrecipient may be required to repay all or a portion of the funds received from the Department, including Activity Delivery, pursuant to this Agreement if the Subrecipient, among other things, does not fulfill its obligations under this Agreement or fails to meet applicable federal requirements. The reasons for a recapture of funds by the Department include, but are not limited to, the following:

- A. The Subrecipient does not comply with the terms of this Agreement or any agreement executed by the Subrecipient and the Department in connection here with;

EXHIBIT B

- B. The Subrecipient withdraws from the Program prior to completion of the Project(s) or Activity(ies);
- C. The Subrecipient fails to meet a National Objective.

The potential recapture of funds pursuant to this provision is in addition to, and not in lieu of, any other rights and remedies of the Department under this Agreement.

6. **Project Budget Revisions and Amendments**

Budget line item adjustments may be made in accordance with the following:

- A. Budget Revisions: Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:

- 1. Adjustments that reallocate funds between budget line items
- 2. Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing the overall budget.

Budget Revisions must be approved by the Department prior to implementation. Approval shall be provided either through the online grant management system, or in writing, as appropriate. If approved, Budget Revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Project budget revisions must be submitted through Grants Network and subsequently approved by the Department prior to implementation. Approval shall be provided through Grants Network.

- B. Agreement Budget Revisions: Adjustments to the Subrecipient Award that result in an increased or a reduced total award amount shall require an Agreement amendment. Agreement amendments must be fully executed by both the Subrecipient and the Department prior to implementation.

7. **Project and Activity Closeout Procedures**

The Subrecipient must submit the following to the Department at the completion of each Project and Activity.

- 1. A Final Activity Report (Project Completion Report) that includes all required reporting data for the Activity including but not limited to eligible

EXHIBIT B

activities, costs, beneficiaries, and National Objective;

2. If applicable, a copy of the produced plan
3. If applicable, Final Labor Standards Report as described in Exhibit D(14)(A)(2) herein.
4. Evidence, satisfactory to the Department, of compliance with any other Special Conditions of this Agreement; and,
5. A resolution from the governing body acknowledging the accomplishments of the Approved Project and confirming that the Approved Activity is complete and that all Financial Reports have been processed and reimbursed.

Upon receipt of the above documentation, the Department will close the Activity and finalize the activity in DRGR for final reporting to HUD.

8. **Document Retention Policy**

Subrecipient shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Subrecipient that the grant agreement between HUD and the State of California has been closed.

EXHIBIT D

CDBG-MITIGATION TERMS AND CONDITIONS

1. Definitions

Activity Funds – means any reasonable and necessary costs that are directly related to labor and/or direct construction and/or direct Project implementation costs which will meet a national objective as defined in 42 U.S.C. 5304(b)(3), as amended and 24 CFR 570.483.

Activity Delivery Funds - means any reasonable and necessary costs for the implementation, management or oversight of a Project.

Activity Reports – Reports submitted by the Subrecipient that describe Project and Activity progress and/or beneficiaries served during a given reporting period.

Approved Activity – An Activity that has been submitted to the Department through the Notice of Funding Availability and reviewed and approved to fund with the Subrecipient Award by the Department.

Area Median Income (AMI) - means the median family income for specific geographic areas, adjusted for household size, as calculated by HUD, and published annually by the Department at <https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>.

California Environmental Quality Act (CEQA) - is a state statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.

Department – means the California Department of Housing and Community Development.

Disaster Recovery Grant Reporting System (DRGR) – The electronic system primarily used by the Department to access grant funds from HUD and report performance accomplishments for grant-funded activities to HUD. The DRGR system is used by HUD to review grant-funded activities, prepare reports to Congress and other interested parties, and monitor program compliance.

Duplication of Benefits (DOB) - Financial assistance received from another source that is provided for the same purpose as the CDBG Mitigation-MIT funds, in accordance with Federal Register Notices 84 FR 28836 and 84 FR 28848.

Eligible Expenses – Those necessary and reasonable costs under 2 CFR 200.400 through 475, and applicable notices and waivers, and as identified in Section 1.13 of the

EXHIBIT D

MIT-PPS Policies and Procedures Manual, and as approved by the Department. Eligible Expenses do not include any costs which are disallowed or otherwise deemed ineligible by the State of California and/or HUD.

Financial Reports (Funds Requests) - the forms and processes required for a Subrecipient to request the drawdown of grant funds.

Grant Funds – The CDBG-MIT funds allocated to the Subrecipient for the implementation of the MIT-PPS program and eligible Approved Projects. Grant funds include Activity Funds and Activity Delivery Funds.

Household - One or more persons occupying a housing unit.

HUD – The United States Department of Housing and Urban Development.

Indirect Costs - means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect costs. Indirect cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

Indirect Cost Rate Proposal - means the documentation prepared by a governmental unit or subdivision thereof to substantiate its request for the establishment of an indirect cost rate as further defined in 2 CFR 200.56 and 2 CFR 200.57.

Low- to Moderate- Income (LMI) – Low to moderate income people are those having incomes not more than the “moderate-income” level (80% Area Median Family Income) set by the federal government for the HUD-assisted housing programs. This income standard changes from year to year and varies by Household size, county and the metropolitan statistical area.

Standard Agreement (“Agreement”) – The contractual arrangement between the Department and the Subrecipient which sets forth the terms and conditions by which CDBG-MIT funds must be utilized with regards to Approved Projects.

National Environmental Policy Act (NEPA) – The federal law and associated regulations which establishes a broad national framework for protecting the environment. NEPA's basic policy is to assure that all branches of government consider the environment prior to undertaking any major federal action that could significantly affect the environment.

Subrecipient – A ‘Subrecipient’ is a non-State or Federal entity receiving a direct award of grant funds from the Department for the purpose of funding Approved Projects to carry out activities that produce a plan or meet a National Objective.

EXHIBIT D

Subrecipient Award – The amount of grant funds allocated to the Subrecipient for Approved Activities.

2. **National Objectives**

In accordance with 24 CFR 570.208, Section 104(b)(3) of the Housing and Community Development Act of 1974, and as further outlined within the waivers and alternative requirements at Federal Register Notice 84 FR 45838, all CDBG-MIT funded activities, with the exception of Planning activities, must satisfy either the Low-to Moderate Income (LMI) or the Urgent Need Mitigation (UNM) national objective. HUD created a new National Objective - Urgent Need Mitigation (UNM) – for CDBG-MIT programs. This National Objective provides a better fit for CDBG-MIT activities that aim to address risks that do not tie back to the disaster events of the 2017 CDBG-DR funding or subsequent disasters. Projects using the UNM national objective must provide documentation that demonstrates a measurable and verifiable impact on reducing risks at the completion of the activity.

- Address the current and future risks as identified in the Mitigation Needs Assessment of the most impacted and distressed areas; and
- Result in a measurable and verifiable reduction in the risk of loss of life and property.

Planning activities do not require a national objective be established. HUD's Federal Register Notice (84 FR 45838) governing the MIT allocation describes planning efforts as addressing the national objectives without the limitation of any circumstances. All Public Services activities must meet one national objective criterion, LMI or UNM, related to its specific mitigation impact and defined direct benefits or service area.

Upon completion of the Approved Project(s) funded under this Agreement and prior to the funding expiration date of this Agreement, the Subrecipient must document that the Approved Project(s) met the LMH National Objective. The Department shall review the actual National Objective achievements of the Subrecipient. If the Subrecipient does not or cannot satisfactorily document the National Objective achievement of an Approved Project, the Approved Project may be deemed ineligible and repayment of funds may be required of the Subrecipient.

3. **Duplication of Benefits**

A Duplication of Benefits (DOB) occurs when a program beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of the total need for the same purpose. It is the Department's responsibility to ensure that MIT-PPS provides assistance only to the extent that the disaster recovery need has not been fully met by funds that have already been paid, or will be paid, from another source.

EXHIBIT D

The Subrecipient must report all funds obtained for the activity from any source from the date of the disaster until the Project is completed.

The Subrecipient agrees to repay to the Department immediately upon demand any assistance later received for the same purpose as the CDBG–MIT funds and that exceeds the total need for the particular recovery purpose.

4. **Remedies and Termination for Noncompliance**

A. **Remedies for Noncompliance:** In addition to any other rights and remedies the Department may have under this Agreement, at law, or in equity, the Department may initiate remedies for noncompliance as identified in 2 CFR 200.339 at any time it has been determined that the Subrecipient is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination. Such remedies for noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, or elsewhere may include, as appropriate:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.
2. Disallow all or part of the cost of the action not in compliance.
3. Wholly or partly suspend or terminate the Subrecipient's grant funds.
4. Withhold further and/or future awards for CDBG-MIT funds and/or any other funds administered by the Department.
5. Request that the Federal Awarding Agency initiate suspension or debarment proceedings.
6. Take other remedies that may be legally available, such as:

In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed and/or paid to the Subrecipient, including Activity Delivery, as appropriate.

In the case of Duplication of Benefits, require repayment of all CDBG-MIT funds reimbursed and/or paid to the Subrecipient where other financial assistance was received for the same purpose or in excess of the need.

In taking an action to remedy noncompliance, the Department will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation

EXHIBIT D

applicable to the action involved as per 2 CFR 200.342. Such appeal shall be governed by, and conducted in accordance with, the appeal processes and procedures set forth in section 5 herein.

Effects of Suspension and Termination. Subrecipient costs resulting from obligations incurred by the Subrecipient or any of the Subrecipient's Contractors during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in a written notice or as allowable in 2 CFR 200.343. The enforcement remedies identified in this Section do not preclude a Subrecipient or any of the Subrecipient's Contractors from being subject to 2 CFR Part 2424. CDBG-MIT funds may not be provided to excluded or disqualified persons pursuant to 24 CFR 570.489(l) and 2 CFR 200.339.

The remedies available to the Department under this Agreement are cumulative and not exclusive.

- B. Termination for Noncompliance: Grant funds provided by this Agreement may be terminated in whole or in part as per federal regulation at 2 CFR 200.340 by HUD or by HCD if Subrecipient fails to comply with the terms and conditions of the Agreement that include the terms and conditions of the federal award. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.341.
- C. Termination Without Cause: This Agreement may be terminated by the Department in whole or in part at any time without cause only with the consent of the Subrecipient. In the case of a termination of the whole Agreement, the parties shall agree upon termination conditions, including the effective date. In the case of a partial termination, the parties shall agree upon termination conditions, including the portion to be terminated and the effective date.
- D. Termination With Cause: This Agreement may be terminated by the Department in whole or in part at any time for cause by giving at least 14 days' prior written notice to the Subrecipient. Termination with cause includes termination prior to the end of the period of performance for failure to comply with the terms and conditions of this Agreement, and pursuant to 2 CFR 200.340(c), such termination shall be reported to the appropriate federal program integrity and performance system accessible through the System for Award Management. Termination with cause also includes, without limitation, a failure by Subrecipient to comply with the Project Schedule, Project and Activity Performance Milestones, Reporting Requirements, and/or Special Conditions issued for a Project to use CDBG-MIT funds.

EXHIBIT D

5. Appeals Process for Finding of Noncompliance: If Subrecipient disagrees with a finding of noncompliance and/or any accompanying remedy and/or termination that are associated with such finding, the Subrecipient may appeal the disputed decision to the Department in writing via U.S. Mail no later than thirty (30) calendar days from the date of HCD's issuance of the disputed decision. In the event the 30th day falls on a weekend or a recognized state or federal holiday, the Subrecipient's written request for appeal shall be due by 5:00 pm Pacific Time the following business day.

There are two levels of appeal available to aggrieved subrecipients:

- Level I Request for Reconsideration, and
- Level II Request for Official Review

A Subrecipient must first submit a written Level I Request for Reconsideration to the Program Manager within thirty (30) calendar days from HCD's issuance of the underlying decision as described above. If the written request is timely submitted, the Program Manager then has ten (10) calendar days of receipt of such request within which to issue any stay requested by the Subrecipient, in full or in part, and thirty (30) calendar days within which to issue a written reconsideration decision. Submitting a timely Level I Request for Reconsideration (and receiving a subsequent reconsideration decision from the Program Manager) is a necessary predicate to the Subrecipient having a right to initiate a Level II Request for Official Review.

A Subrecipient who disagrees with a Reconsideration decision may submit a Level II Request for Official Review to the Disaster Recovery Section Chief or Designee within thirty (30) calendar days from the issuance of the underlying reconsideration decision, as described above. The Section Chief or Designee will conduct an independent review and has thirty (30) calendar days within which to issue a written Official Review decision, which shall be final and binding and not subject to further appeal.

Time is of the essence with regards to the Subrecipient's obligation to timely file appeals or requests to the Department within the time periods set forth in this Appeals Process. As such, any appeal by Subrecipient that is not timely made in strict accordance herewith shall be void and not considered, and the initial decision or finding shall automatically remain as originally issued.

6. Severability

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity may not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force

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and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

- B. The Subrecipient shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

7. **Waivers**

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the Subrecipient of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions. All waivers by the Department must be in writing in order to be valid.

8. **Uniform Administrative Requirements**

The Subrecipient, its agencies or instrumentalities, shall comply with the policies, guidelines and Administrative Requirements of 2 CFR Part 200, et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under this part.

- A. **Single Audit Compliance:** Funds will not be disbursed to any Subrecipient identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Guidance is demonstrated to the satisfaction of the Department.
- B. **Accounting Standards:** The Subrecipient agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300, et seq., and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
- C. **Suspension and Debarment:** By executing this Agreement, Subrecipient verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs. Subrecipient further agrees to verify that its Developers and Contractors have not been suspended or debarred from participating or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs.

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9. **Compliance with State and Federal Laws and Regulations**

- A. The Subrecipient, its agencies or instrumentalities, Contractors shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and procedures established by the Department for the administration of MIT-PPS, as the same may be amended from time to time.
- B. The Subrecipient shall comply with the requirements of 24 CFR 570, the HUD regulations concerning Community Development Block Grants, 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, adopted by HUD at 2 CFR 2400, and all federal regulations, rules, and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

10. **Authority to Impose Additional Special Conditions**

In accordance with 2 CFR 200.208, Department reserves the right and authority to impose additional specific conditions issued under this Standard Agreement under any of the following circumstances:

- A. When, in HCD's sole discretion, HCD finds that Subrecipient has a history of failure to comply with the general or specific terms and conditions applicable to the CDBG-MIT funds allocated under this agreement or to other awards of federally-funded grant or loan assistance passed through the Department.
- B. When Subrecipient fails to meet expected performance goals under this agreement.
- C. When Subrecipient poses an increased risk for noncompliance based on factors including, but not limited to, financial stability, quality of management systems, history of performance under Federal awards, history of timeliness under Federal awards, history of conformance with terms and conditions of previous federal awards, and reports and findings from audits.
- D. When, in the Department's sole discretion, such conditions are necessary to ensure timely and compliant performance under the federal award.

Such specific conditions, or special conditions, may include, withholding of authority to proceed to the next phase of an Approved Project until receipt of evidence of acceptable performance within a given period of performance, requiring additional detailed financial reports, requiring additional project monitoring, requiring the Subrecipient to obtain technical or management assistance, establishing additional prior

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approvals, or any other condition HCD deems reasonable and necessary to safeguard Federal funds.

11. **Equal Opportunity Requirements and Responsibilities**

The obligations undertaken by Subrecipient include, but are not limited to, the obligation to comply with all federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following, among other things, as the same may be amended from time to time:

- A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
- B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- C. **Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- F. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to

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- discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
- G. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
- H. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.
- I. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
- J. **Executive Order 12259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- K. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- L. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory

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employment.

- M. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- N. **Executive Order 11246:** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

12. **Relocation, Displacement, and Acquisition**

The Subrecipient shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations adopted to implement the Act in 24 CFR Part 42, 49 CFR Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 as they apply to the performance of this Agreement.

13. **The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3):**

The Subrecipient and the Subrecipient's Contractors and Developers shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. The responsibilities outlined in 24 CFR Part 75.19 include:

- A. Implementing procedures designed to notify Section 3 residents within the neighborhood service area of the project about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of \$100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to

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low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and subrecipients for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

- C. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in Section 75.25(b), as appropriate, to reach the goals set forth in Section 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.
- D. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

14. **Environmental Compliance**

- A. The Subrecipient shall comply with the California Environmental Quality Act (CEQA) requirements as they apply to this Project(s).
- B. The Subrecipient shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all regulations and guidelines issued thereunder.
- C. The Subrecipient shall comply with the requirements of the Clean Air Act, 42 U.S.C. 1857, *et seq.*, as amended.
- D. The Subrecipient shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Parts 15 and 50, as amended.
- E. The Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

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- F. The Subrecipient shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.
- G. The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. The Subrecipient shall also comply with Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
- H. Subrecipient shall comply with all National Environmental Policy Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR 1500 – 1508. Subrecipient shall not receive authority to incur activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

The subrecipient understands and agrees that this Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Department of an approval of the request for release of funds and certification from HUD or the Department under 24 CFR Part 58. The provision of any funds to the project is expressly conditioned on the Department's determination to proceed with, modify or cancel the project based on the results of the environmental review.

15. Procurement

17-MITPPS-21016
Approved Date: 7/16/2021
Prep Date: 05/16/2022

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The Subrecipient shall comply with the procurement provisions in 2 CFR Part 200.318 – 200.326, Procurement Standards as well as all other Administrative Requirements for Subrecipient and Cooperative Agreements to State, local and federally recognized Indian tribal governments as set forth in 2 CFR 200, et seq., as applicable. All procurements must be conducted in a fair, open, and competitive manner in compliance with both the spirit and the letter of applicable federal and state procurement laws.

16. **Procurement of Recovered Materials**

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

This clause shall apply to items purchased under this Agreement where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

17. **Construction Standards**

The Subrecipient and Developer shall ensure that all Approved Projects comply with the following requirements:

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157)

The Architectural Barriers Act (ABA) stands as the first measure by Congress to ensure access to the built environment for people with disabilities. The law requires that buildings or facilities that were designed, built, or altered with federal dollars or leased by federal agencies after August 12, 1968 be accessible.

California Green Buildings Standards Code (CALGreen) (Title 24, Part 11 of the California Code of Regulations)

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All new construction of residential buildings or reconstruction of substantially damaged buildings must incorporate California Green Buildings Standards Code (CALGreen).

Sustainability Requirements

All rehabilitation, reconstruction, and new construction must be designed to incorporate principles of sustainability, including water and energy efficiency, resilience, and mitigating the impact of future disasters. Wherever feasible, the Subrecipient, Subrecipient's and Contractors must follow best practices, such as those provided by the U.S. Department of Energy.

National Floodplain Elevation Standards

Subrecipients and Contractors must comply with the national floodplain elevation standards for new construction, repair of substantially damaged structures, or substantial improvements to residential structures in flood hazard areas. All structures designed for residential use within a 100-year (or one percent annual chance) floodplain will be elevated with the lowest floor at least two feet above the base flood elevation level and comply with the requirements of 83 FR 5850 and 83 FR 5861.

Wildland-Urban Interface Building Codes (WUI Codes)

All Approved Projects under this program that are located in a CAL FIRE high fire zone must comply with applicable WUI codes, found in Title 24, Chapter 7a of the California Building Code, which offer specific material, design and construction standards to maximize ignition- resistance.

18. Federal Labor Standards Provisions

The Subrecipient and the Developer shall at all times comply, and cause all Project contractors to comply, with applicable federal labor standards, including without limitation, the following:

- A. Davis-Bacon Act (40 U.S.C. §§ 3141-3148), which requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- B. "Anti-Kickback Act of 1986" (41 U.S.C. §§ 51-58), which prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The act also provides that the inclusion of kickback amounts in contract prices is prohibited

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conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.

- C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. § 3702), which requires that workers receive "overtime" compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5, which are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request. Subrecipient shall be responsible for monitoring Developer, contractors, and subcontractors, as applicable, for compliance with these provisions.

19. State Prevailing Wages

- A. The Subrecipient shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 [LC Section 1720-1743] pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations are met.
- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation, or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "Construction Contract"). Where the Construction Contract will be between the Subrecipient and a licensed building contractor, the Subrecipient shall serve as the "awarding body" as that term is defined in the LC. Where the Subrecipient will provide funds to a third party that will enter into the Construction Contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.
- C. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in LC Section 1770-1784 or the Davis-Bacon Wage Determination.

20. Agreements with Contractors

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- A. The Subrecipient shall not enter into any agreement, written or oral, with any Contractor or other party without the prior determination that the Contractor or other party is eligible to receive federal funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

The terms "other party" is defined as public or private nonprofit agencies or organizations and certain (limited) private for-profit entities who receive grant funds from a Subrecipient to undertake Approved Projects.

- B. An agreement between the Subrecipient and any Contractor or other party shall require:
- 1) Compliance with all State and federal requirements described in this Agreement including without limitation those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
 - 2) Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Project activities.
 - 3) Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the Approved Project activities.
 - 4) Compliance with the applicable Equal Opportunity Requirements described in Section 10 of this Exhibit.

- C. Contractors shall:

- 1) Perform the Approved Project activities in accordance with federal, state and local regulations, as are applicable.

- D. Contractors and Subcontractors: Drug-Free Workplace Act of 1988

- 1) Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who

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violate the policy.

- 2) Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
- 3) Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.
- 4) Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
- 5) Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
- 6) Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

21. Rights to Inventions Made Under a Contract or Agreement

If a Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulation issued by the awarding agency.

22. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

- A. Use of Explosives: When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use

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explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

- B. Danger Signals and Safety Devices: The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. The Contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public.
- C. Protection of Lives and Health: The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Developer may determine to be reasonably necessary.

23. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance; or,
- B. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

24. Reporting Requirements

- A. Subrecipient must timely submit the reports prescribed below. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, in the formats provided by the Department, and via the Department's Grants Network unless otherwise specified at the discretion of the Department. The Subrecipient's performance under this Agreement will be assessed based in part on whether it has submitted the reports on a timely basis.

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- 1) Monthly Activity Report: Subrecipient must submit a Monthly Activity Report that addresses the following, at a minimum: (1) a description of the current status of the Collective Work; (2) a description of activities to be undertaken in the next reporting period; (3) a description of problems or delays encountered in Collective Work and course of action taken to address them; (4) a description of actions taken to achieve Collective Work expenditure deadlines; and (5) a summary of Collective Work fiscal status, including award amount, funds drawn, and remaining balance. Unless otherwise waived in writing by the Department, Monthly Activity Reports must begin on the 10th calendar day of the second month following execution of this Agreement and must continue through the receipt and approval by the Department of the Project Completion Report, detailed below.
- 2) Semi-Annual Labor Standards Report: During the term of construction for each Approved Project, each April 1st and October 1st, the Subrecipient must submit the Labor Standards Cover Memo, the HUD Form 4710 and the Davis Bacon Labor Standards Report 5.7 (if applicable). These forms are located on the Department's website and are also available upon request.
- 3) Activity Completion Report: At the completion of construction and once an Approved Project is placed in service, the Subrecipient must submit a Project Completion Report. The performance metrics will be identified in Exhibit A.

25. Fiscal Controls

The Subrecipient shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Subrecipient shall establish and maintain such fiscal controls and fund accounting procedures as required by Federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursement of, and accounting for, funds paid to the Subrecipient under this Agreement.

- A. Deposit of Funds: Subrecipient shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG-MIT funds and Program Income. Deposits in minority banks are encouraged.
- B. Fiscal Liability: Subrecipients shall be liable for all amounts which are determined to be due by the Department, including but not limited to, disallowed or ineligible costs which are the result of Subrecipient's or its Contractor's conduct under this Agreement. Subrecipients shall also be liable for the repayment of any and all amounts it has received under this Agreement and which HUD is seeking

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reimbursement for from the Department. Subrecipient's obligation to repay the foregoing amounts to the Department shall survive indefinitely the expiration or earlier termination of this Agreement. Subrecipient shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.

- C. Fiscal Records: All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 7 herein.

26. **Monitoring Requirements**

The Department monitors its Subrecipients based upon an assessment of risk posed by the Subrecipient and according to specific monitoring criteria per 2 CFR 200.332. During the term of this Agreement, the Department shall perform program and/or fiscal monitoring of the Subrecipient and Approved Projects to ensure compliance with federal and state requirements and timely project completion. The Subrecipient shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department. In the event Subrecipient disagrees with a finding and/or any accompanying corrective actions or sanction(s) that are associated with such finding, Subrecipient shall follow an appeals process provided by the Department.

27. **Audit/Retention and Inspection of Records**

- A. The Subrecipient must have intact, auditable fiscal and program records at all times. If the Subrecipient is found to have missing audit reports from the California State Controller's Office (SCO) during the term of this Agreement, the Subrecipient will be required to submit a plan to the State for submitting the audit to the SCO. If the deadlines are not met, the Department may initiate remedies for noncompliance in accordance with Section 4 herein. The Subrecipient's audit completion plan is subject to prior review and approval by the Department.
- B. The Subrecipient agrees that the Department or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Subrecipient agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60, et seq., and other requirements of this Agreement. The Subrecipient further agrees to maintain such records for a minimum period of five (5) years

EXHIBIT D

after the Department notifies Subrecipient that the HUD/the Department contract has been closed according to the record retention requirements at 2 CFR 200.334. The Subrecipient shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

- C. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Subrecipient.
- D. Absent fraud or material error on the part of the Department, the determination by the Department of the allowability or validity of any expenditure shall be final and conclusive.
- E. For the purposes of annual audits, Subrecipient shall comply with 2 CFR Part 200 Subpart F for the State MIT-PPS Program. Pursuant to 2 CFR Part 200 Subpart F, the Subrecipient shall perform an annual audit at the close of each fiscal year in which this Agreement is in effect. The costs of the MIT-PPS related portion of the audit may be charged to the program in accordance with Public Law 98-502, 2 CFR Part 200 Subpart F, and Title 25 CCR Section 7122.
 - 1) The audit shall be performed by a qualified State, department, local or independent auditor. The agreement/contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers.
 - 2) If there are audit findings, the Subrecipient must submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends, and the Department will notify the Subrecipient in writing. If the Department is not in agreement, the Subrecipient will be contacted in writing and informed what corrective actions must be taken. This action may include the repayment of disallowed costs or other remediation.
 - 3) The Department shall not approve reimbursement for any expenditures for the audit, prior to receiving an acceptable audit report.
 - 4) If so, directed by the Department upon termination of this Agreement, the Subrecipient shall cause all records, accounts, documentation and all other materials relevant to the grant activity(ies) to be delivered to the Department as depository.
- F. Notwithstanding the foregoing, the Department will not reimburse the Subrecipient for any audit cost incurred after the expenditure deadline of this Agreement.

EXHIBIT D

28. Signs

If the Subrecipient places signs stating that the Approved Activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the Approved Activity that the Department is a source of financing through the MIT-PPS Program.

29. Insurance

The Subrecipient shall have and maintain in full force and effect during the term of this Agreement such forms of insurance, at such levels as may be determined by the Subrecipient and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit A.

30. Anti-Lobbying Certification

The Subrecipient shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with the Approved Project(s) and shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

31. Conflict of Interest

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Subrecipient, or

EXHIBIT D

its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to MIT-PPS activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, including members and delegates to the Congress of the United States, may obtain a financial interest or benefit from a MIT-PPS assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a MIT-PPS assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for 1 year thereafter. The Subrecipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

32. **Obligations of Subrecipient with Respect to Certain Third-Party Relationships**

The Subrecipient shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Collective Work with respect to which assistance is being provided under this Agreement to the Subrecipient. The Subrecipient shall comply with all lawful requirements of the Department necessary to ensure that the Collective Work, with respect to which assistance is being provided under this Agreement to the Subrecipient, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. § 5304(g)].

33. **Energy Policy and Conservation Act**

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the federal Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

34. **State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03):**

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a 30-day cancellation clause and the following provisions:
 - 1. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and

EXHIBIT D

fiscal delays that would occur if the contract were executed after that determination was made.

2. This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
 3. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
 4. The Department has the option to invalidate the contract under the 30 day cancellation clause or to amend the contract to reflect any reduction in funds.
- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
- C. Gov. Code § 8546.4(e) provides that State agencies receiving Federal funds shall be primarily responsible for arranging for Federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain Federally required financial and compliance audits.

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

1. Application Review

Subrecipient has provided the Department with information about the Subrecipient's experience, processes, policies, and procedures related to the management of federal funding in the Subrecipient's jurisdiction. These submissions, in addition to discussions with the Subrecipient, have been used to inform this Agreement and are being materially relied upon by the Department in agreeing to enter into this Agreement.

Should there be substantive changes to the organization, key personnel, methods, capacity, policies, or processes of the Subrecipient that impact the implementation of this Agreement, the Subrecipient shall promptly notify the Department of said changes.

2. Risk Assessment

During the term of this Agreement, Subrecipient agrees to timely provide documents and information to facilitate the Department's Subrecipient monitoring risk assessment process. Subrecipient further agrees to comply with the requirements, requests, and results of the Department's risk assessment, including participation in Subrecipient monitoring events.

3. Special Conditions

Pursuant to the Department's initial Risk Assessment, Subrecipient agrees to adhere to the following Special Conditions: None

EXHIBIT F

ADDITIONAL PROVISIONS

City of Moorpark - Regional Evacuation Plan (East Ventura County Disaster Services Enhancement and Outreach Initiative)

1. Project Overview

See attached application below.

2. THE NATIONAL OBJECTIVE TO BE ACHIEVED AS A RESULT OF THIS PROJECT:

Per 84 FR 45838, Planning activities do not require a national objective be established as they are considered to already address the national objectives without the limitation of any circumstances.

3. THE NUMBER OF INDIVIDUALS BENEFITTING AS A RESULT OF THIS PROJECT:

- Total beneficiaries: 287,140
- Total low/mod beneficiaries: 84,525

City of Moorpark – Regional Evacuation Plan

2017 CDBG MIT-PPS-21016

Scope of Work

Detailed Activity Description

The Cities of Moorpark, Simi Valley, and Thousand Oaks will work together to complete a regional evacuation plan that will address evacuation requirements in all three cities as well as complement County-level evacuation planning. This evacuation planning is a new project that will benefit the 287,140 residents in the southeastern region of Ventura County. This project is a regional approach to evacuation planning that will increase resilience and mitigate future risks for all communities due to their proximity and the likelihood that if an emergency incident impacts one city, that incident will impact all three cities and the County. The project is anticipated to be completed by December 2023.

The City of Moorpark as the Subrecipient and Fiscal Agent will be responsible for completing a planning project related to regional evacuation over the period of April 2022 to December 2023, with funding from the Year 2017 CDBG MIT-PPS program of California State of Housing Community Development (HCD).

The major tasks that the Subrecipient will perform in connection with the provision of the eligible public services project include, but are not limited to, the following:

1. Enter a Memorandum of Understanding between City of Moorpark, City of Simi Valley and City of Thousand Oaks, defined as the “Agencies,” that identifies roles and responsibilities for the project.
2. Develop a regional evacuation outreach plan, serving the residents of the Cities of Moorpark, Simi Valley and Thousand Oaks.
3. Execute a Grant Agreement between the HCD and the Agencies as listed herein.

National Objective

Planning projects do not require a national objective.

Beneficiaries:

Proposed Total Beneficiaries: 287,140

Proposed Total Low-to-Moderate Income Beneficiaries: 84,525

Mitigation Requirements:

The project will meet the definition of mitigation as follows:

A regional approach to evacuation planning will increase resilience and mitigate future risks for all communities due to their proximity and the likelihood that if an emergency incident impacts one city, that incident will impact all three cities and

the County. The Agencies recognize that for evacuation planning to be successful, a regional approach is required. The plan will prepare the Cities to help these disadvantaged populations who will be the most in need of support when an emergency incident forces evacuation, due to economic need, language barriers or other factors.

The project will benefit the Most Impacted and Distressed Areas (MID) as follows:

The project is in Ventura County, a MID-area.

Deliverables:

This project will deliver a regional evacuation plan that addresses emergency evacuation needs within the Cities of Moorpark, Thousand Oaks, and Simi Valley. This plan will be presented to the City's respective City Councils for consideration and will be made available to HCD upon completion.

Deliverable 1: Phase I: Project Initiation

Task 1-A: Project Initiation & Development of Work Plan:

Consultant will converse with the emergency management teams of Moorpark, Simi Valley and Thousand Oaks, and the County of Ventura to gain a comprehensive understanding of the project goals and specific concerns that need to be addressed. The Consultant will develop and refine a proposed work plan that will guide the project team. This work plan shall be developed identifying:

- Primary tasks to be performed
- Person(s) responsible for each task
- Timetable for each task to be completed
- Resources to be utilized
- Possible obstacles or problem areas associated with the accomplishment of each task

This meeting will also help to establish working relationships, make logistical arrangements, determine an appropriate line of communications, and finalize contractual arrangements.

Task 1-B: Acquisition & Review of Background Information

Consultant will request the following information and data from each City's Emergency Manager. This data will be used extensively in the analysis and development of the evacuation plan document. The documents and information relevant to this project will include, but not be limited to, the following:

- Past or current emergency service studies or research
- Each City's General Plan documents, including current and future land use information

- Local census and demographics data
- Fire history in each city, zoning maps and codes
- Administrative policies and procedures, including the County and each City's Emergency Operations Plan
- Facilities and equipment inventories
- Any extant mutual aid agreements
- Local Geographic Information Systems (GIS) data maps

Task 1-C: Stakeholder Input

Consultant will conduct site visits as needed in each City for the purpose of gathering information from key personnel including:

- Fire Department Leadership
- Law Enforcement Leadership
- Potential Evacuation Site Managers

Deliverable 2 Phase II: Provide Evaluation of Current Conditions

The initial phases of the study focus on a baseline assessment of current conditions.

Task 2-A: Current Conditions Analysis

An overview of each of the three Cities will be developed discussing:

- Service area population and demographics
- Description of the current service delivery infrastructure
- Existing evacuation resources including sites and evacuation routes, as well as transportation infrastructure available to carry out a mass evacuation
- Historical evacuation events and experiences

Deliverable 3: Phase III: Conduct Community Risk Analysis and Sectionalization

Task 3-A: Community Risk Analysis

Land use and zoning classifications will be used, along with specific target hazard information, to analyze and classify community risk. This process will be completed with GIS software for each of the three Cities and will consider:

- Population and population density
- Demographics
- Occupancy types by land use designation
- Hazardous substances and processes as referenced in the Ventura County Hazard Mitigation Plan

Task 3-B Community Sectionalization

Based on the Risk Analysis prepared in Task 3-B and evacuation routes, transportation assets, and evacuation site assets identified in Task 2-A, all three

Cities will be broken up into evacuation zones. Each identified evacuation zone will be assigned primary and contingency evacuation routes and sites. The map of evacuation zones will be made available in a variety of formats, including as a GIS layer for each City.

Task 3-C Emergency Evacuation Tabletop Exercise

An Emergency Evacuation Tabletop Exercise including key Emergency Operations team members from each City will provide an opportunity to test the evacuation plan in a controlled environment. Lessons learned from this exercise will inform changes made to the final version of the Evacuation Plan and provide a basis for forward looking recommendations.

Deliverable 4: Phase IV: Provide Future Recommendations

The project concludes with recommendations for strategies intended to improve emergency evacuation outcomes for the County and three Cities.

○ Task 4-A Gather recommendations

Recommendations may be provided identifying the following:

- Zoning Code changes
- Capital Improvement Projects
- Equipment acquisitions
- Training regimens
- Establishment of mutual aid or other related agreements
- GIS or jurisdictional evacuation by zone or a grid

Project schedule/Timeline

- I. May 2022 – October 2022 (6 months) - Deliverable 1: Phase I: Project Initiation
 - a. Task 1-A - Project Initiation & Development of Work Plan
 - b. Task 1-B – Acquisition & Review of Background Information
 - c. Task 1-C – Stakeholder Input
- II. November 2022 – January 2023 (3 months) - Deliverable 2 Phase II: Provide Evaluation of Current Conditions
 - a. Task 2-A – Current Conditions Analysis
- III. February 2023 – October 2023 (9 months) Deliverable 3: Phase III: Conduct Community Risk Analysis and Sectionalization
 - a. Task 3-A – Community Risk Analysis
 - b. Task 3-B – Community Sectionalization
 - c. Task 3-C – Emergency Evacuation Tabletop Exercise
- IV. November 2023 – December 2023 (2 months) Deliverable 4: Phase IV: Provide Future Recommendations
 - a. Task 4-A – Gather recommendations

Applications: Moorpark, City of – Regional Evacuation Plan

Mitigation – Planning and Public Services (MIT-PPS)

Profile

mdouglass@moorparkca.gov

What project type are you applying for?

Planning

Do you commit to having capacity to carry out program activities?

Yes

If yes, please describe the capacity and staffing in detail.

The Cities of Moorpark, Thousand Oaks, and Simi Valley are well-established municipal corporations with experienced, full time staffs employed in the Emergency Management, Administration, Finance, Public Information, and Administrative functions required to carry out program activities.

Are you applying for more than one Planning Activity?

No

Planning Activity

Evacuation Plans

Is this planning project to build capacity to implement projects under the Resilient Infrastructure Program?

Is the project regional in approach?

Yes

If yes, name the regions.

The project will serve the Cities of Moorpark, Thousand Oaks, and Simi Valley, which together make up most of Eastern Ventura County.

Does the project include collaboration amongst jurisdictional and nonprofit partners?

Yes

If yes, name the jurisdictional and nonprofit partners.

The Cities of Moorpark, Thousand Oaks, and Simi Valley are co-applicants and, if successful, will be co-equal partners in project delivery.

*Updated by NX (5/6/21)

Information received by HCD via email from Mackenzie Douglass MDouglass@MoorparkCA.gov (4/23/21)

See more information in attachment titled "Grant Q and A"

Question:

Who will be the main applicant/ entity for this application?

Answer:

The City of Moorpark

*Updated by NX (5/6/21)

Information received by HCD via email from Mackenzie Douglass MDouglass@MoorparkCA.gov (4/23/21)

See more information in attachment titled "Grant Q and A"

Question:

Please provide more information regarding the relationship, roles and responsibilities between the cities of Moorpark, Thousand Oaks and Simi Valley?

Answer:

17-MITPPS-21016
Approved Date: 07/16/2021
Prep. Date: 05/16/2022

The three "East County" cities share common programs and services, especially during emergency incidents. All three Cities are part of the Ventura County Fire Protection District and two are contract Cities of the Ventura County Sheriff's Department. Moorpark, Thousand Oaks and Simi Valley are among the three safest Cities in Ventura County and in the top 15 safest cities in California.

As it relates to this grant application and proposed activities, the three Cities are co-equal partners in working to improve emergency response capacity and outcomes for our residents. Where grant activities involve City-specific needs, such as training or perhaps an equipment purchase, each City may act individually, but staff are cognizant of the benefits that may be afforded by purchasing co-operation and economies of scale. Where grant activities dictate a collaborative approach, such as the outreach program or regional evacuation planning, the Cities will engage with one another through their Emergency Managers and will make decisions and resolve any disputes democratically.

The City of Moorpark is the lead agency for the application, but staff from all three cities work closely with one another on this project and other tasks. The Cities do have a history of cooperation as regional partners for other municipal services, and the Emergency Managers at each City look forward to cementing our existing collaborative relationship as we work to deliver the activities funded by this grant.

*Updated by NX (5/6/21)

Information received by HCD via email from Mackenzie Douglass MDouglass@MoorparkCA.gov (4/23/21)

See more information in attachment titled "grant Q and A"

Question:

Is there a Memorandum of Understanding (MOU), Joint Powers Agreement (JPA), or similar partnering agreement document for this project between the three cities?

Answer:

No, but all three cities have taken this grant application to each City Council for adoption of a resolution that specifies how each City is committed to the project, and what a potential grant award may fund. The Cities are committed to working together to address common challenges and deliver on the proposed grant activities, including the completion of a Tri-City Table-Top Exercise.

A grant award would certainly provide impetus to establish a general Emergency Management MOU that would include language specific to delivering the activities we have proposed.

*Updated by NX (5/6/21)

Information received by HCD via email from Mackenzie Douglass MDouglass@MoorparkCA.gov (4/23/21)

See more information in attachment titled "grant Q and A"

Question:

Has the City of Moorpark, Thousand Oaks and Simi Valley had a history of collaborating on previous projects and plans?

Answer:

Moorpark, Simi Valley and Thousand Oaks are the three communities that represent the "East County" subset of Ventura County and often work together on programs that extend beyond jurisdictional boundaries.

Existing areas of common interest and cooperation include transit, solid waste, housing, economic development, water and energy. As noted above, the three cities have a long history of working together on projects and programs of mutual interest. Three examples include:

1) The East County Transit Alliance, which is an MOU between the three cities for fixed route bus and Dial-A-Ride services. The City of Moorpark has also contracted with the City of Thousand Oaks for fixed route bus services.

2) The Salinity Management Pipeline Project between the three cities and the Calleguas Water District to build a facility to dispose of ground water Brine.

3) An MOU between the three co-applicant Cities and the County of Ventura that supports affordable housing objectives through the Ventura County Area Housing Authority.

Eligible Applicants are required to identify which of the 2017 declared disasters the submitted project is related to. The disaster(s) related to the project can be determined by the MID area(s) the project serves or benefits. CDBG-MIT does not require a project tie-back to the 2017 declared disaster.

What disaster is this project related to?

DR-4353

Eligible applicant type

City

Is this a project on behalf of another government entity or special district other than the Eligible Applicant?

Yes

If yes, name of other government entity or special district

City of Thousand Oaks, City of Simi Valley

Project Title

Moorpark, City of - Regional Evacuation Plan

Org Name

Provide a snapshot summary of the project.

The proposed project will allow the co-applicant Cities of Moorpark, Thousand Oaks, and Simi Valley to combine resources and take a multi-pronged approach to improving vital components of our communities' disaster response and resiliency strategies going forward.

Specifically, the project will achieve the following goals:

- I. Enhance public service delivery outcomes and harden critical community lifelines - Through improved interoperability and cooperation between emergency management staff and EOC resources of the co-applicant Cities. Particular effort will be placed in the creation and deployment of a remote EOC capability, allowing the Cities to mount a cohesive emergency response, even under pandemic conditions.
- II. Mitigate risk to vital public lifelines - In recent months the power lifeline has been seriously compromised for many of our underserved communities. In order to combat this, we propose to purchase and deploy mobile backup charging and power facilities to allow people to continue to receive critical information during public safety power shut off events or during more prosaic power outages associated with disaster events.
- III. Public outreach and emergency preparedness education - The Co-applicant cities will work with the Area Housing Authority to produce a multilingual emergency preparedness education and outreach program with special focus on messaging to our underserved and L/MI populations.
- IV. Regional Evacuation Plans - It is rare that a disaster or emergency affects only one of our jurisdictions. Staff recognize the need to treat planning for emergency response and evacuations regionally. This part of the project will involve emergency response staff partnering with a consultant to produce a regional evacuation plan that will serve all of our residents.

*Updated by NX (5/6/21)

Information received by HCD via email from Mackenzie Douglass MDouglass@MoorparkCA.gov (4/23/21)

See more information in attachment titled "grant Q and A"

Question:

The application indicates both Planning and Public Service projects. Can you please provide more details and information on how all the pieces of the program fit together?

Answer:

The listed projects are designed to complement one another, creating a cascade effect where this tri-city project will expedite the decision process and improve outcomes for other future projects. For instance, the interoperability study will provide a framework for identifying what emergency equipment to purchase. The purchased equipment will then provide a platform for public outreach and education. Similarly, the evacuation planning project will rely in part on the enhanced interoperability and improved communications and equipment purchased by this grant. A major objective of this project is to enhance the communications and capabilities of the three cities during and after an emergency incident, such as a wildfire, earthquake or an SCE-PSPS event.

While the three cities will collaborate directly on the majority of programs and projects related to this grant, each city has a slightly different emphasis with Moorpark and Simi Valley focused on increasing community involvement and enhancing EOC training as we backfill recently vacated positions and Thousand Oaks on equipment upgrades and emergency communications. Combined, addressing these program needs will strengthen the collective approach to evacuation planning for all three cities in cooperation with the Ventura County Fire Protection District and the County Office of Emergency Services.

Upload project description, if available.

Project Location Description

Eastern Ventura County, including the Cities of Moorpark, Simi Valley, and Thousand Oaks

Does the project fall into one of these zip codes/counties?

Ventura County

Public Services projects must select a National Objective. Planning projects do not require a National Objective. The Urgent Need Mitigation (UNM) national objective is for CDBG-MIT activities that aim to address risks that do not tie back to the disaster events of the 2017 CDBG-DR funding, or subsequent disasters. Projects using the UNM national objective must provide documentation that demonstrates a measurable and verifiable impact on reducing risks at the completion of the activity. Projects using the LMI national objective are those that have a benefit to Low to moderate income person, which is defined as persons having incomes not more than the "moderate-income" level (80% Area Median Family Income) set by the federal government for the HUD-assisted Housing Programs.

Does the project benefit an LMI population or area?

Yes

Describe how the project benefits a LMI area (additional material and information may be required)

Low Income Data for City of Moorpark

The City of Moorpark, located in Ventura County, California is economically diverse and provides a range of employment, lifestyle, and housing opportunities. The population includes people of all income levels.

The Southern California Association of Governments (SCAG) prepares annual profiles for member Cities. The most recent year for which a complete profile is available is 2019. According to the 2019 SCAG Profile for Moorpark, the estimated median household income in \$102,145, while the median household income for Ventura County was \$81,942. However, the median household income figure used to determine eligibility for affordable housing programs is set by California Department of Housing and Community Development (HCD). HCD established a median household income of \$97,800 for 2020 (Source: California Dept. of Housing and Community Development). The Housing Needs Assessment utilizes the most recent data available. Household income is a primary factor affecting housing needs in a community, as the ability of residents to afford housing is directly related to household income. "Median" income is the figure at which half of the households have greater income, and half have lower incomes.

The 2019 SCAG profile reported approximately 7 percent of persons living in Moorpark were below the poverty line.

HUD publishes low and moderate-income summary data (LMISD) using the geographies provided by the U.S. Census Bureau for the American Community Survey for the Community Development Block Grant Program (CDBG) program. Data is based on the American Community Survey 2011-2015 5-year estimates (2015 ACS). The provided exhibit displays census tract data by block groups in Moorpark that are over 51 percent Low-Moderate income.

Grant Application Narrative - Low Income Data for City of Thousand Oaks

The City of Thousand Oaks in Ventura County, California is economically diverse and provides a range of employment, lifestyle, and housing opportunities Thousand Oaks also has a significant employment base, with an estimated 1.4 jobs per housing unit in 2007. The population is also relatively affluent, but it includes people of all income levels.

The American Community Service (ACS) is a national sample survey performed by the U.S. Census Bureau. It supplements the U.S. Census which is completed every 10 years. According to the ACS, the estimated median household income in 2010 was \$95,281, while the median household income for Ventura County was \$75,348. However, the median household income figure used to determine eligibility for affordable housing programs is set by California Department of Housing and Community Development (HCD). HCD established a median household income of \$86,700 in 2010 and \$89,300 for 2012 (Source: California Dept. of Housing and Community Development).

The Housing Needs Assessment utilizes the most recent data available. Household income is a primary factor affecting housing needs in a community, as the ability of residents to afford housing is directly related to household income. "Median" income is the figure at which half of the households have greater income, and half have lower incomes.

American Community Survey demonstrates the median household income in Thousand Oaks was one of the highest in Ventura County with a \$109,000 a median household income for 2015-2019. Persons in poverty, percent 5.2 percent.

HUD publishes low and moderate-income summary data (LMISD) using the geographies provided by the U.S. Census Bureau for the American Community Survey for the Community Development Block Grant Program (CDBG) program. Data is based on the American Community Survey 2011-2015 5-year estimates

(2015 ACS). The provided exhibit displays census track data by block groups in Thousand Oaks that are over 51 percent Low-Moderate income.

Low Income Data for City of Simi Valley

The City of Simi Valley provides a range of employment, lifestyle and housing opportunities to an economically diverse population. Located in Ventura County, California, Simi Valley's population includes people of all income levels. According to the U.S. Census Bureau data for 2019, the estimated median household income was \$100,927, while the median household income for Ventura County was \$92,236. However, the median household income figure used to determine eligibility for affordable housing programs is set by California Department of Housing and Community Development (HCD). HCD established a median household income of \$97,800 for 2020 (Source: California Dept. of Housing and Community Development). The Housing Needs Assessment utilizes the most recent data available. Household income is a primary factor affecting housing needs in a community, as the ability of residents to afford housing is directly related to household income. "Median" income is the figure at which half of the households have greater income, and half have lower incomes.

The 2019 U.S. Census Bureau reported approximately 7 percent of persons living in Simi Valley were below the poverty line.

HUD publishes low and moderate-income summary data (LMISD) using the geographies provided by the U.S. Census Bureau for the American Community Survey for the Community Development Block Grant Program (CDBG) program. Data is based on the American Community Survey 2011-2015 5-year estimates (2015 ACS). The provided exhibit displays census track data by block groups in Simi Valley that are over 51 percent Low-Moderate income.

*Updated by NX (5/6/21)

Information received by HCD via email from Mackenzie Douglass MDouglass@MoorparkCA.gov (4/23/21)

See more information in attachment titled "grant Q and A"

Question:

Please provide more information on how the project(s) will demonstrate a measurable and verifiable impact on reducing risk for the Urgent Need Mitigation (UNM) national objective.

Answer:

Several aspects of the proposed projects will provide measurable and verifiable impacts on reducing risk for the UNM National Objective.

For instance, all three Cities have an unmet need for the ability to operate EOCs remotely and in concert under pandemic or similar conditions. We expect this deficiency to be highlighted in the existing conditions report phase of the project, and the efficacy of EOC equipment deployment and training will be observed and verified during a Tri-City tabletop exercise. Through this effort, we will reduce the risk to our communities inherent in not being able to adequately staff or operate an EOC in time of need.

An unmet need also exists in that the East County region currently lacks a cohesive evacuation plan. By creating such a plan, we will mitigate a serious risk to our communities that is measurable and verifiable with a concrete deliverable in the shape of the evacuation plan itself. A further unmet need and risk reduction effort will take the form of enhanced CERT team outreach and participation. The COVID-19 Pandemic forced all three Cities to pause CERT training and related activities. By measuring the number of CERT volunteers that are trained and ready to be called upon in an emergency, we can verify the positive impact and meet this need.

Upload document of data supporting the LMI population to be benefitted and/or a map of the service area (Optional)

LowMedCensusBlockGroupsMAP.pdf

Does the project service area benefit the MID?

Yes

Describe how the project benefits a MID area (additional material and information may be required)

All three co-applicant cities are located entirely within the County of Ventura, which is an MID area. The project will enhance public service delivery outcomes, regional disaster response capacity, and improve the level of public education and disaster preparedness through education and outreach.

Upload documentation that supports how the project benefits a MID area (Optional)

MID Map Moorpark Simi TO.jpg

What Census Tracts/Block Groups are served by this project?

5801, 5802, 5901, 5906, 5908, 5909, 5910, 5911, 6000, 6100, 6200, 6301, 6302, 6400, 6500, 6600, 6700, 6800, 6900, 7000, 7100, 7201, 7202, 7505, 7506, 7507, 7508, 7509, 7510, 7512, 7513, 7514, 7606, 7607, 7609, 7610, 7611, 7612, 7613, 7614, 7700, 7800, 7901, 7903, 7904, 8001, 8002, 8004, 8005, 8101, 8201, 8202, 8302, 8303, 8304, 8305, 8306, 8401, 8402, 8500.

What is the total dollar amount of the project?

498,000

Anticipated CDBG-MIT funding need (\$ amount)

498,000

Have you applied for other sources of funds for this project?

No

Project Budget broken down by eligible activity and activity costs

CDBG Budget.pdf

Basis of Total Project Cost and Amount of CDBG-MIT requested

Emergency management staff determined estimated project costs based on prior experience with consultant-related activities and through market research and consultation with Auxiliary Communications Service volunteers.

*Updated by NX (5/6/21)

Information received by HCD via email from Mackenzie Douglass MDouglass@MoorparkCA.gov (4/23/21)

See in attachment titled "CBDG Budget rev1" for revised budget

*Updated by NX (5/6/21)

Information received by HCD via email from Mackenzie Douglass MDouglass@MoorparkCA.gov (4/23/21)

See more information in attachment titled "Grant Q and A"

Question:

Please include more details regarding the budget split between the cities. What are the ADCs listed and why are some line items not included for all 3 cities? Will the cities receive an equal share of the equipment?

Answer:

Each City will receive an equal share of the grant award. The minimal ADCs listed will help offset staff costs for delivering these programs. Some line items are not the same for all three cities because the needs of each City are slightly different. For instance, Thousand Oaks and Simi Valley have a greater need for emergency power to serve their communities but have well established Emergency Management Programs and training regimes. Moorpark has a greater need for training to get many new staff members and consequently has a greater need for training and community engagement. The budget line items reflect these differences.

Describe prior experience and previous success in implementing planning and/or public services projects.

The Co-applicant Cities of Moorpark, Thousand Oaks, and Simi Valley have staff with prior experience in similar planning and public service projects. Our staff(s) have many combined years of experience in managing state (Cal-OES) and federal grants (FEMA) that include hazard mitigation, emergency management, public outreach and community development. The City Emergency Manager for each City will serve as the City's main contact and program administrator.

Is the proposed project identified as a priority project in your hazard mitigation plan?

No

What community lifeline will this project protect? Health and Safety are prioritized in the Planning and Public Services program.

Health & Medical, Communications, Food, Water & Sheltering, Energy (Power & Fuel)

How will this project reduce risk to community lifeline(s)?

The proposed project will make improvements to service delivery and emergency response capacity by improving communications and interoperability between existing EOC facilities.

The purchase and deployment of mobile power sources is consistent with risk mitigation to the energy lifeline.

Risks to Health, Medical and Food, Water and Sheltering lifelines will be reduced through community outreach and preparedness programs.

How will this project improve resilience for protected classes, underserved communities, and vulnerable populations?

Any improvements to the Co-applicant City's ability to deliver services and coordinate an emergency or disaster response have an obvious nexus to improving resilience for all members of our community, including protected classes, underserved communities, and vulnerable populations.

However, all three co-applicant cities are dedicated to improving outcomes for these populations in particular. Consequently, we plan to partner with the Area Housing Authority to focus our outreach efforts on protected classes, underserved communities and vulnerable populations.

In addition, our regional evacuation plan and deployment of mobile power solutions will inevitably be of most value to the target populations outlined above, as they generally do not have access to alternative options.

*Updated by NX (5/6/21)

Information received by HCD via email from Mackenzie Douglass MDouglass@MoorparkCA.gov (4/23/21)

See more information in attachment titled "Grant Q and A"

Question:

Can you please provide additional detail on how this project will target resilience for protected classes, underserved communities, and vulnerable populations?

Answer:

Although the cities have similar public safety and housing challenges the population and demographics vary but the program is designed with a bilingual education and outreach component that will bridge the gap between mainstream and underserved areas of each community. Common language and a simplified approach will ensure all segments of each city receive the same directives citywide. This is especially true when one or all three communities need to be evacuated.

Can this project be replicated in other communities?

Yes

If yes, provide a description.

The activities in the proposed project are easily portable and replicable. If awarded, this grant and its implementation will create a cadre of experienced emergency managers from the three co-applicant cities that will be able to provide advice and leadership to other communities who wish to replicate our collaboration and success.

Will you be able to quantitatively measure the impact the proposed project will have on current and future risk?

Yes

Explain how you will quantitatively measure the impact of the proposed project on current and future risk.

We will be able to quantitatively measure the impact of our proposed project in the following ways:

- I. Ease and rapidity of accommodating mutual aid requests using enhanced interoperability of existing EOC resources.
- II. Number of mobile power facilities purchased and deployed, and number of utilizations based on number of persons served during each deployment.
- III. Number engagements created by the multimodal, multilingual emergency preparedness outreach program.

*Updated by NX (5/6/21)

Information received by HCD via email from Mackenzie Douglass MDouglass@MoorparkCA.gov (4/23/21)

See more information in attachment titled "Grant Q and A"

Question:

Please provide additional details on how this project will be able to measure reduction of risks quantifiably.

Answer:

The proposed project will measure risk reduction quantifiably in the following ways:

- Numbers of CERT volunteers trained, especially Spanish speaking volunteers reached through our bilingual engagement efforts.
- Numbers of community members engaged through our multimodal preparedness outreach efforts
- Numbers and types of equipment we are able to deploy as a result of this grant award.
- Number agency staff and public/private partners participating in emergency preparedness exercises.
- Number of residents able to be safely evacuated under the Regional Evacuation plan.

Upload quantitative data showing a project's anticipated impact on current and future risks.

Given a 3 year Period of Performance and Assuming Spring 2021 start date, what is your expected period of performance? (anticipated start date and completion date)

Assuming a Spring 2021 start date, we envision closing out all segments of the proposed program by December 2023. As a byproduct of our tripartite, collaborative approach, the implementation workload will be shared and the program can continue to be advanced in more than one area at a time.

*Updated by NX (5/6/21)

Information received by HCD via email from Mackenzie Douglass MDouglass@MoorparkCA.gov (4/23/21)

See more information in attachment titled "Grant Q and A"

Question:

Please include more information regarding how each project component will be managed and an explanation of the timeline chart provided.

Answer:

The three cities will manage some project components independent of each other to address agency specific needs as follows:

a) Purchase of EOC equipment – Each City operates its own EOC with different needs, but the purchases made by each city will all be made with a common interest; to enhance the communications and interoperability of the Eastern Ventura County.

b) Installation of EOC equipment – Each City will follow its procurement procedures to purchase and install equipment, but all the purchases will be made in consultation with the other cities to ensure communications compatibility.

c) Purchase of Aux Radio Communications Equipment – Although the three cities have sufficient emergency communications equipment in place, some components of the system have blind spots, due to the topography of the area and the age of some of the equipment. Updates to the equipment will be done in consultation with the three cities and the local Auxiliary Communication System users (Amateur Radio Operators) that work under the County Office of Emergency Services.

d) Purchase and Deployment of Mobile Generators – The three cities have been severely impacted by SCE-PSPS events and as such are well aware of where mobile generators within each City are most needed.

e) Enhanced CERT Training – For many years the East County (Moorpark, Simi Valley and Thousand Oaks) have had active CERT Programs. Although Covid-19 suspended many in person CERT classes, each City is committed to advancing each program with on-line programming in cooperation with the Ventura County Fire Protection District.

All remaining project components will be pursued jointly and managed by the Emergency Manager from each City. This triumvirate approach will allow us combine efforts and expedite the decision-making process among the three cities.

Proposed Project Timeline

Project Timeline.pdf

APPLICABLE LOCAL POLICIES AND PLANS

Do you have procurement policies and procedures?

Yes

If yes, upload your procurement policies and procedures.

Purchasing Policies.pdf

If yes, but the policies and procedures are in another previously uploaded document, please name the document.

N/A

Do you have a current hazard mitigation plan?

Yes

If yes, upload your plan

Hazard Mitigation Plans.pdf

If yes, but the plan is in another previously uploaded document, please name the document.

In using HUD funds for projects, Subrecipients must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by the Uniform Relocation Act Amendments of 1987 (URA or Uniform Act).

Do you have existing policies and procedures to ensure compliance with the Uniform Relocation Act (URA)?

Yes

If yes, upload your policies and procedures.

CTO URA Housing Plan.pdf

If yes, but the policies and procedures are in another previously uploaded document, please name the document.

Do you have policies and procedures for completing National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) environmental reviews?

Yes

If yes, upload your policies and procedures.

CEQA Doc.pdf

If yes, but the policies and procedures are in another previously uploaded document, please name the document.

Section 3 of the Housing and Urban Development Act of 1968 (Section 3), as amended, requires that economic opportunities generated by CDBG-DR funds be targeted toward Section 3 residents. A Section 3 plan must establish standards and procedures to be used to ensure that the objectives of Section 3 are met and records, reports, and other documents or items to demonstrate compliance with Section 3 regulations are maintained.

Do you have a Section 3 plan?

No

If no, please provide a status.

If awarded, the co-applicant Cities will work to adopt a Section 3 plan.

Do you have anti-lobbying policies and procedures?

Yes

If yes, upload your anti-lobbying policies and procedures.

Lobbying.pdf

If yes, but the policies and procedures are in another previously uploaded document, please name the document.

Do you have conflict of interest policies and procedures?

Yes

If yes, upload your conflict of interest policies and procedures.

Lobbying.pdf

If yes, but the policies and procedures are in another previously uploaded document, please name the document.

Conflict of Interest Policies and Procedures are referenced in the lobbying document.

Do you have non-discrimination policies and procedures?

Yes

If yes, upload your non-discrimination policies and procedures.

Anti Discrimination and Harassment policies.pdf

If yes, but the policies and procedures are in another previously uploaded document, please name the document.

Do you have timekeeping policies and procedures?

Yes

If yes, upload your timekeeping policies and procedures.

Timekeeping.pdf

If yes, but the policies and procedures are in another previously uploaded document, please name the document.

Do you have financial management policies and procedures?

Yes

If yes, upload your financial management policies and procedures.

Financial Policies Resolution No. 2019-3851.pdf

If yes, but the policies and procedures are in another previously uploaded document, please name the document.

Do you affirm that your policies and procedures are consistent with 2 CFR part 200?

Yes

ORGANIZATIONAL STRUCTURE, CAPACITY, AND AUTHORITY

What is your governing board meeting schedule?

The City Councils of all three co-applicant Cities meet on every other week. Two of the three Cities have already adopted authorizing resolutions.

Documentation for staff experience may include one or both of the following: A narrative description of the experience details of key staff for this project and whether they are new hires or existing staff. A chart of staff by experience in CDBG and/or federal grants management AND experience related to content of the project applied for.

Staff Experience: How many staff do you have with experience in CDBG or federal grants management? How many staff do you have with experience related to content of the project being applied for?

CDBG Staff.xlsx

Debarment Check

SAM.gov.pdf

Government Agency Taxpayer ID Form

GovtTINForm.pdf

Payee Data Record STD 204 Form

STD204.pdf

Have you reviewed the sample authorizing resolution?

Yes

Budget Worksheet

View Budget Worksheet

<https://portal.ecivis.com/#/peerBudget/D92E88C1-293E-4532-80CA-B1D838290CE8>

Goals Worksheet

View Application Goals

Additional Information

CDBG20 Question1_Narrative v1.docx

Additional Information

CDBG Budget rev1.xlsx

Additional Information

Project Timeline rev2.xlsx

Additional Information

HUD Datadocx.docx

Additional Information

Grant Q and A.docx

Additional Information

Service Area Map Attachement A.pdf

Additional Information

MIT-PPS MOU.doc

Additional Information

Environmental Determination Exempt PL.pdf

Additional Information

DOC012122-001.pdf

Additional Information

RESO 2.pdf

Additional Information

ALF Evac.pdf

Additional Information

Moorpark_Evacuation Plan_Summary 3-1-22.docx

File Upload

Non Conflict of Interest.pdf

File Upload

NOE_EVACUATION_PLANNING.pdf

Additional Information

MAP CM-70 2021 1022 Federal Grant Funding Procurement Standards of Conduct, Uniform Guidance.pdf

Additional Information

NEPA Policy Planning - Evac.docx

Additional Information

Resolution 2019-3851 - Policy 5.10 - 5.10.pdf

Additional Information

LMCivix_421211 SOW_EVACUATION_MD.docx

of Reviews

1

of Denials

0

Average Score

File Upload

MOU - Signed.pdf

File Upload

File Upload

File Upload

Applications: File Attachments

Upload document of data supporting the LMI population to be benefitted and/or a map of the service area (Optional)

LowMedCensusBlockGroupsMAP.pdf

Upload documentation that supports how the project benefits a MID area (Optional)

MID Map Moorpark Simi TO.jpg

Project Budget broken down by eligible activity and activity costs

CDBG Budget.pdf

Proposed Project Timeline

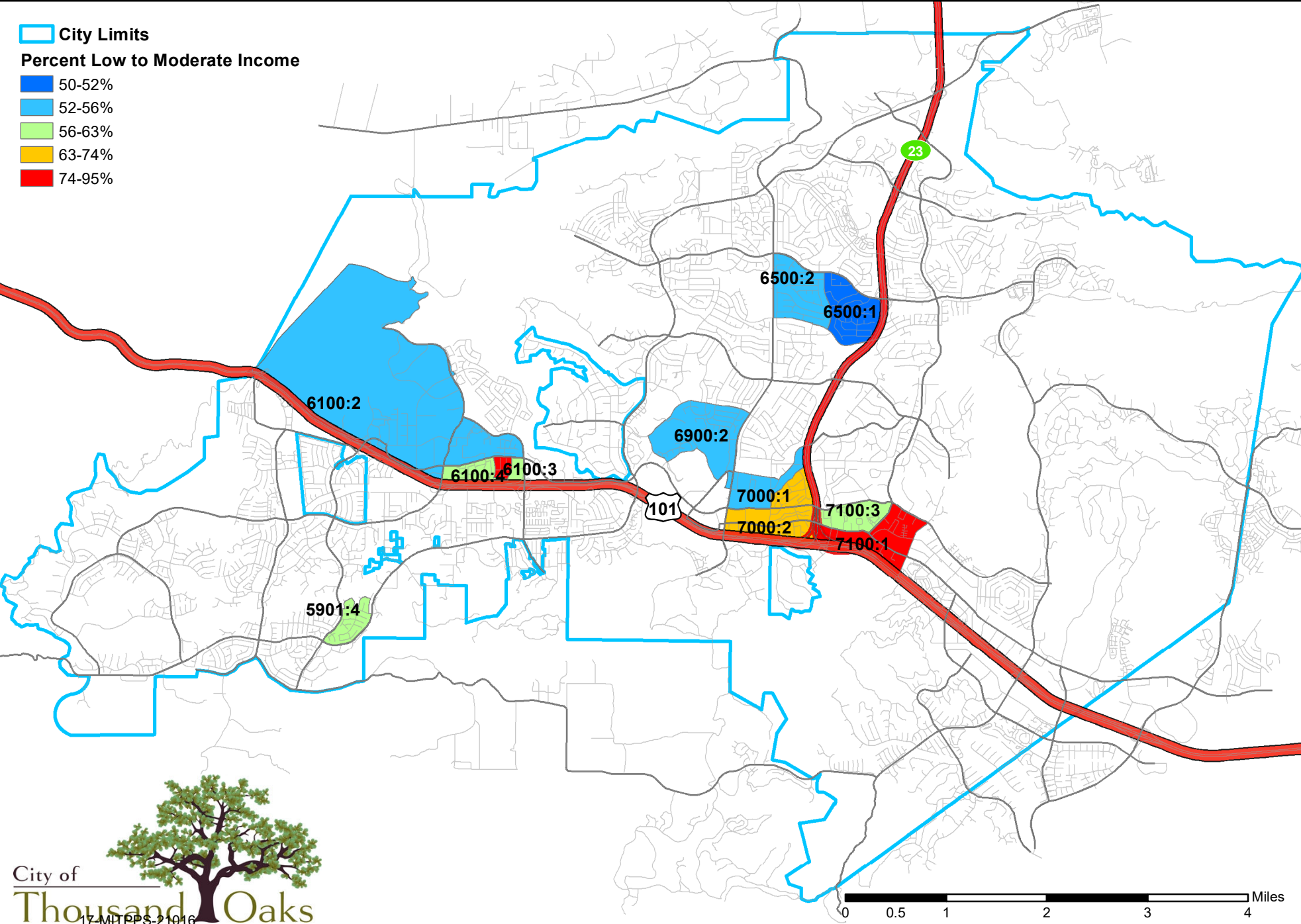
Project Timeline.pdf

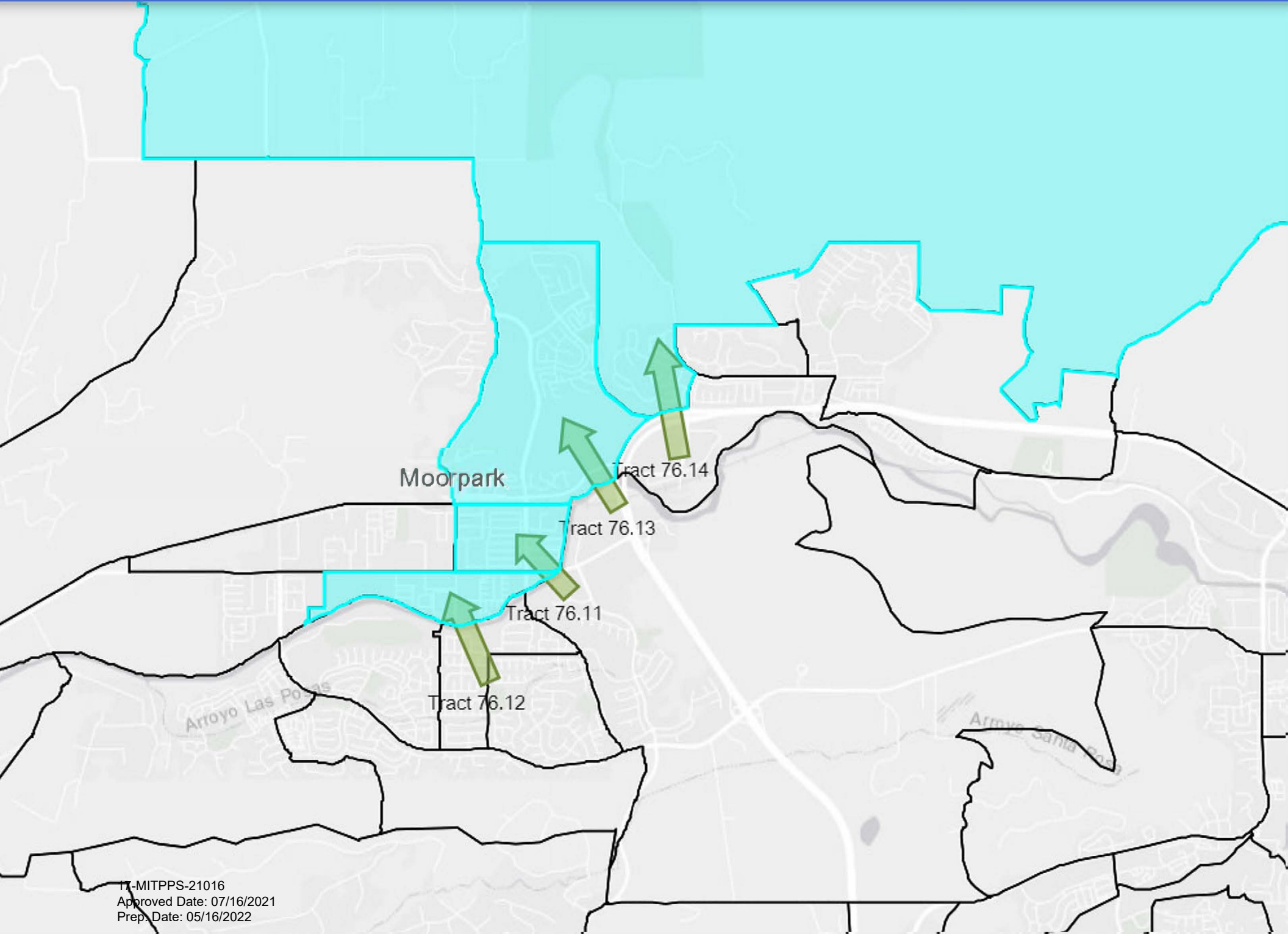
Staff Experience: How many staff do you have with experience in CDBG or federal grants management? How many staff do you have with experience related to content of the project being applied for?

CDBG Staff.xlsx

City of Thousand Oaks

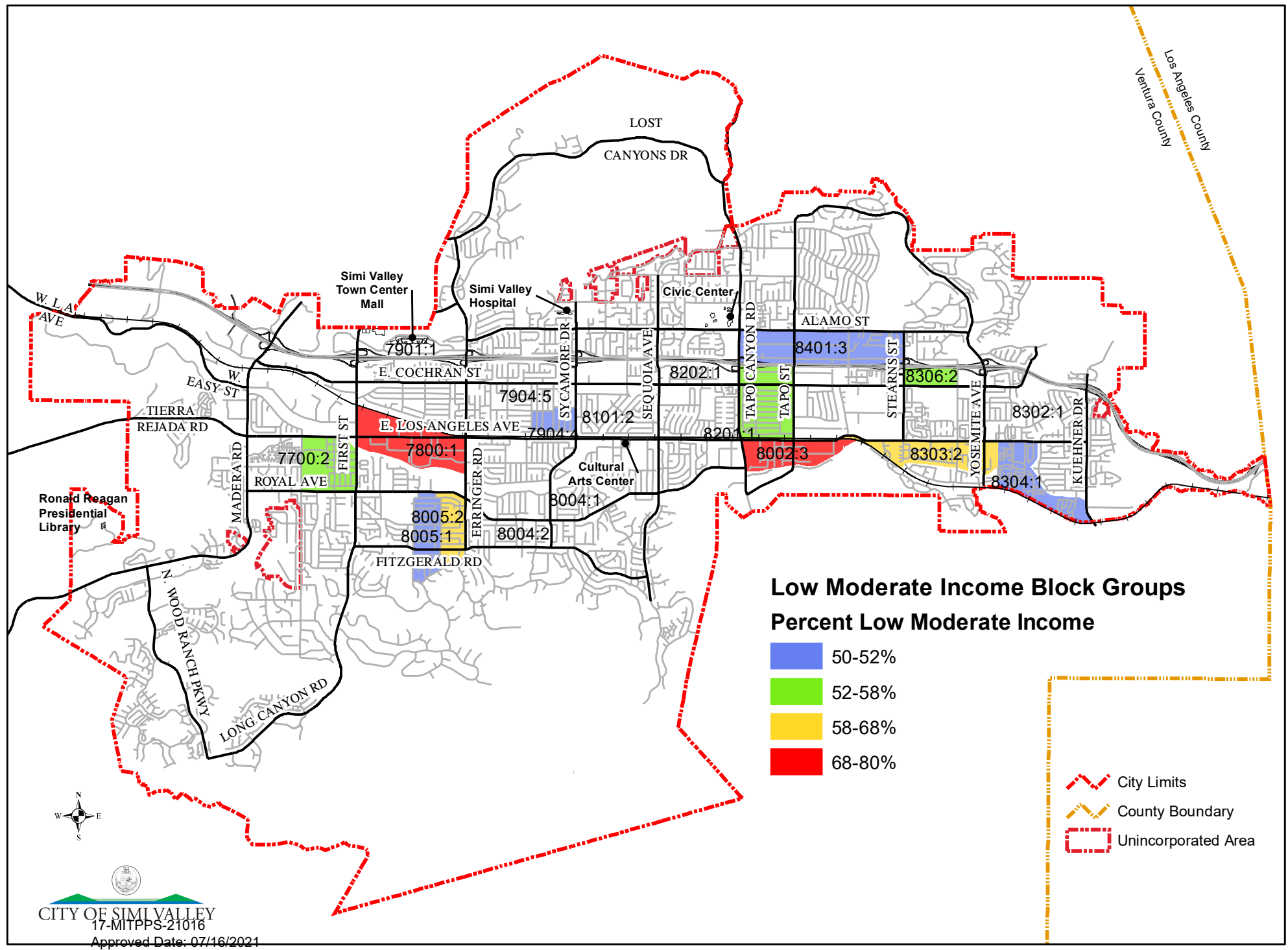
Census Block Groups with Greater Than 50% Low and Moderate Income



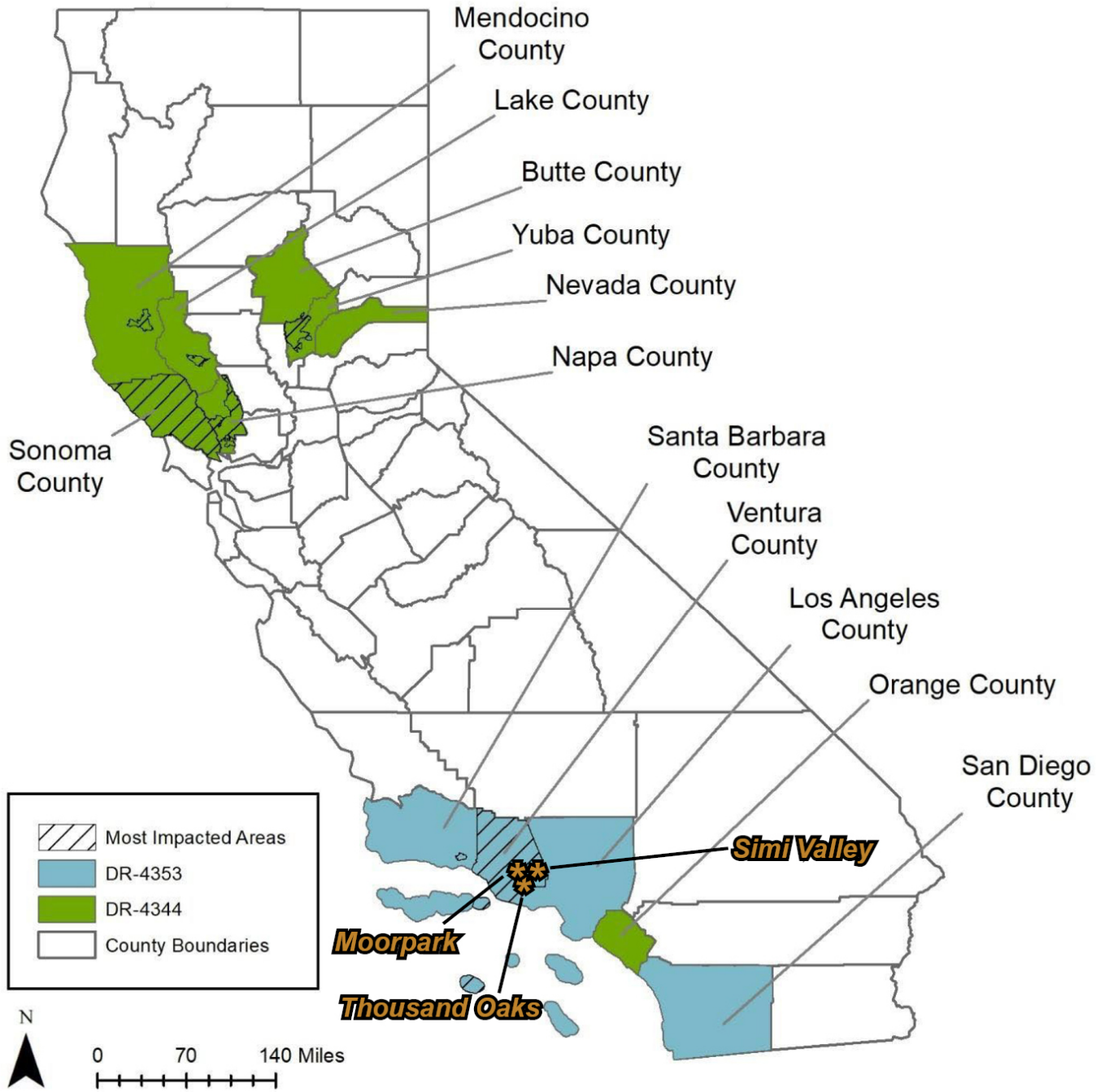


Tract	Blckgrp	Low	Lowmod	Lmmi	Lowmoduniv	Lowmod_pct
76.06	1	285	445	660	1645	27.05
76.07	1	245	310	530	2890	10.73
76.07	2	95	305	815	3345	9.12
76.09	1	55	165	850	2650	6.23
76.10	1	220	670	1035	2500	26.8
76.10	2	215	570	1220	2700	21.11
76.11	1	1405	2275	3000	3415	66.62
76.11	2	290	555	710	1000	55.5
76.12	1	1150	1900	3020	3220	59.01
76.12	2	180	435	795	1605	27.1
76.13	1	315	695	1040	2045	33.99
76.13	2	55	190	640	1885	10.08
76.14	1	15	180	785	1530	11.76
76.14	2	85	585	1015	2210	26.47
76.14	3	60	325	615	1130	28.76
76.14	4	635	1125	2610	2790	40.32

City of Simi Valley Census Block Groups With 50% and Greater Low/Moderate Income



Attachment: MID-Map-Moorpark-Simi-TO.jpg



CDBG MIT PROJECT BUDGET			
Project	Moorpark Share	Thousand Oaks Share	Simi Share
I. Interoperability/Virtual EOC Study (To be Performed By Consultant)	\$20,000.00	\$20,000.00	\$20,000.00
- Task 1 Existing Conditions Report			
- Task 2 Workshop with Emergency Managers			
- Task 3 Complete Interoperability Needs Assessment			
II. EOC Equipment Upgrades			
- Purchase and installation of Virtual EOC software/mobile hardware, to include webcams, laptop computers, etc	\$30,000.00	\$30,000.00	\$30,000.00
- Auxiliary Radio Communication Equipment			
- Mobile Shortwave Devices	\$6,000.00	\$6,000.00	\$6,000.00
- Mobile EOC Base stations	\$7,000.00	\$7,000.00	\$7,000.00
- Mobile repeaters	\$7,500.00	\$7,500.00	\$7,500.00
III. Emergency Management Training			
- EOC interoperability training	\$10,000.00	\$10,000.00	\$10,000.00
- EOC basic training	\$15,000.00	\$0.00	\$0.00
IV. Emergency Response Equipment and Supplies			
- Mobile Generators (Conventional)	\$20,000.00	\$35,000.00	\$35,000.00
- Mobile Generators (Solar)	\$10,000.00	\$15,000.00	\$15,000.00
V. CERT and Community Outreach			
- Multi-lingual Emergency Preparedness Outreach campaign (To be performed in concert with Consultant and AHA)	\$10,000.00	\$10,000.00	\$10,000.00
- CERT Training Materials and Supplies	\$5,000.00	\$0.00	\$0.00
VI. East County Evacuation Plan (To be performed by Consultant)	\$17,150.00	\$17,150.00	\$17,150.00
VII. Activity Delivery Costs	\$8,350.00	\$8,350.00	\$8,350.00
Subtotal	\$166,000.00	\$166,000.00	\$166,000.00

Sheet1

Staff with CDBG Experience			
City of Moorpark			
Name	Title		
Troy Brown	City Manager		
Kambiz Borhani	Finance Director		
City of Thousand Oaks			
Name	Title		
Andrew Powers	City Manager		
Ingrid Hardy	Assistant City Manager		
Gary Rogers	Deputy City Manager		
Mina Layba	Legislative Affairs Intergovernmental Manager		
Haider Alawami	Economic Development Manager		
Dusty Russell	Economic Development Analyst		
Tracy Noonan	City Attorney		
Patrick Hehir	Assistant City Attorney		
Tracy Friedl	Deputy City Attorney		
Tim Giles	Human Resources Director		
Kelvin Parker	Community Development Director		
Michael Forbes	Deputy Director Operations		
Marjan Behzadi	Community Development Operations Manager		
Kari Finley	Planning Division Manager		
Lynn Oshita	Community Development Analyst		
Lori Goor	Recording Secretary		
Jaime Boscarino	Finance Director		
Carrie Matson	Deputy Finance Director		
Elisa Magana	Accounting Manager		
David Brown	Sr Accountant		
Dan Lazo	Sr Engineer		
City of Simi Valley			
Julia Ramirez	Sr. Management Analyst/Environmental Services, Planning		

Sheet1

Monica Dionne	Associate Planner/Environmental Services, Planning		
Suzanne Daunt	Deputy Director Communications and Administration/Police Dept.		

Budget Narrative

1. The Regional Evacuation Plan will fund the hiring of a consultant who will prepare a plan with following scope of work"
 - Identify area-specific hazards likely to trigger an evacuation.
 - Sectionalize cities into evacuation groups
 - Identify primary evacuation routes for each group
 - Identify contingency evacuation routes for each group
 - Identify alternative evacuation sites for recommendation to County

Budget Report

Passthrough Agency: California Department of Housing and Community Development
Program: CDBG-Mitigation Planning & Public Services NOFA
Stage: Awarded

Report Date: 07/28/2022
Requested By: Mack Douglass
mdouglass@moorparkca.gov

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
	Regional Evacuation Plan Consultant	Hire planning consultant to prepare a regional evacuation plan	1	\$51,713.00	\$51,713.00	\$51,713.00	\$0.00		\$0.00	Direct Cost
Activity Total			1	\$51,713.00	\$51,713.00	\$51,713.00	\$0.00		\$0.00	
General Administration										
General Administration Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Activity Delivery										
	Staff Costs	City of Moorpark Program Manager	40	\$50.00	\$2,000.00	\$2,000.00	\$0.00		\$0.00	Direct Cost
	Staff Costs	City of Thousand Oaks Emergency Services Manager	40	\$50.00	\$2,000.00	\$2,000.00	\$0.00		\$0.00	Direct Cost
	Staff Costs	City of Simi Valley Emergency Services Manager	40	\$50.00	\$2,000.00	\$2,000.00	\$0.00		\$0.00	Direct Cost
Activity Delivery Total			120	\$150.00	\$6,000.00	\$6,000.00	\$0.00		\$0.00	
Other										
Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Grant Total			121	\$51,863.00	\$57,713.00	\$57,713.00	\$0.00		\$0.00	

Budget Report, Created by Mack Douglass, mdouglass@moorparkca.gov, 07/28/2022
 Source: eCivis™ Portal
<http://www.ecivis.com/>

mdouglass@moorparkca.gov

Applicant Information :

Tell us about you.

Linked Applicant : mdouglass@moorparkca.gov

First name : Mack

Last name : Douglass

Email : mdouglass@moorparkca.gov

Title : Program Manager

Company : City of Moorpark

Company Website : www.moorparkca.gov

City : Moorpark

State : US-CA

Organization Information :

Tell us about your organization.

Organization Name : City of Moorpark

Employer Identification Number (EIN) : 953860962

DUNS : 628053464

Authorized Representative : Troy Brown, City Manager

Business/Finance Representative : Kambiz Borhani, Finance Director

Organization Address :

Address : 799 Moorpark Ave.

City : Moorpark

State : US-CA

County : Ventura

Congressional District/Region : CA-26

Zip : 93021

Phone : 8055176241

Phone Extension : 241

Fax : 8055322545

Authorized Representative (if different from above)

Name : Troy Brown

Title : City Manager

Email : tbrown@moorparkca.gov

Phone : 8055176221

Business/Finance Contact (if required)

Name : Kambiz Borhani

Title : Finance Director

Email : kborhani@moorparkca.gov

Phone : 8055176249

Program Year : PY2017

Are you applying on behalf of an additional Jurisdiction? : value1

2 First Name : Grahame

2 Last Name : Watts

2 Org name : City of Thousand Oaks

2 Email : gwatts@toaks.org

2 Title : Emergency Services Coordinator

2 Company : City of Thousand Oaks

2 Company Website : toaks.org

2 City : Thousand Oaks

2 State : US-CA

2 Organization Information :

2 Organization Name : Thousand Oaks

2 Tell us about your organization.

2 Employer Identification Number (EIN) : 952367314

2 DUNS : 055751937

2 Authorized Representative : Andrew Powers, City Manager

2 Business/Finance Representative : Jaime Boscarino, Finance Director

2 Organization Address :

2 Address : 2100 Thousand Oaks Blvd.

2 City : Thousand Oaks

2 State : US-CA

2 County : Ventura

2 Congressional District/Region : CA-26

2 Zip : 91362

2 Phone : 8054492453

2 Authorized Representative (if different from above)

2 Name : Andrew Powers

2 Title : City Manager

2 Email : citymanager@toaks.org

2 Phone : 8054492121

2 Business/Finance Contact (if required)

2 Name : Jaime Boscarino

2 Title : Finance Director

2 Email : finance@toaks.org

2 Phone : 8054492200

Created by : zengine+31229@srm.ecivis.com

Record ID # : 25042114

Last change : 2021-02-17T17:49:17+0000