

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 17-MITPPS-21002	PURCHASING AUTHORITY NUMBER (If Applicable)
--------------------------------------------	---------------------------------------------

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
County of Butte

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
06/25/2025

3. The maximum amount of this Agreement is:
\$500,000.00

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
+ - Exhibit D	CD-Mitigation Terms and Conditions	26
+ - Exhibit E	Special Terms and Conditions	1
+ - Exhibit F	Additional Provisions	37
+ - Exhibit G	Subrecipient Profile	2

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.)
County of Butte

CONTRACTOR BUSINESS ADDRESS 25 County Court Drive, Suite 300	CITY Oroville	STATE CA	ZIP 95965
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PRINTED NAME OF PERSON SIGNING Máximo A. Pickett	TITLE Chief Administrative Officer
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CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 6/7/22
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STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 17-MITPPS-21002	PURCHASING AUTHORITY NUMBER (If Applicable)
--------------------------------------------	---------------------------------------------

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave, Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Michael White

TITLE

Contract Manager, Business & Contracts Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Michael White

DATE SIGNED

6/17/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

"California Department of General Services Exempt per; SCM Vol. 14.04.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: **06/30/2025, unless expressly extended by the department in writing**

This Agreement will expire on: **06/30/2025**

- B. Performance Milestones: Subrecipient shall adhere to the performance milestones below. Time is of the essence with respect to all such milestones.

EXHIBIT A

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**

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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.**

A. _____

B. _____

1.

EXHIBIT F

ADDITIONAL PROVISIONS

Fire Protection and Prevention: Code Enforcement Project

1. Project Overview

[See attached application below.](#)

THE NATIONAL OBJECTIVE TO BE ACHIEVED AS A RESULT OF THIS PROJECT: Low-to Moderate-Income (LMI)

[Benefit to Low- and Moderate- Area Benefit](#)

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

- Total beneficiaries: 23,915
- Total low/mod beneficiaries: 12,870

2018 CDBG-MIT – Scope of Work

Fire Prevention and Protection: Code Enforcement Project Description

1. Detailed Activity Description:

The Wind Complex Fire touched down on La Porte Road and Oro Bangor Highway, destroying 74 structures in remote South Butte County. It was carried by timber fuels, heavy understory of shrub, brush, and grasses, widely present in Butte County's unincorporated areas. This scenario of fuels spreading fire, destroying property, and the emergency evacuation of residents has become tragically common in Butte County. Fire prevention and protection is an integral part of the Butte County Local Hazard Mitigation Plan. Developing a compliance systems for abating fuel on private property in these high and very-high fire risk areas is critical to the safety and security of Butte County residents.

The purpose of mitigation planning is to recognize the natural hazards that impact counties, to identify actions and activities to reduce losses from those hazards, "and to establish a coordinated process to implement the plan, taking advantage of a wide range of resources." (44 CFR 201.1[b]) Butte County has conducted mitigation planning to identify that one of the most prevalent risks associated with fire hazard in the county are individual property owners who are unaware, unable, or unwilling to properly abate hazards from their property.

The Fire Prevention and Protection: Code Enforcement Project is a new, essential program for Butte County. The new program will expand the geographic boundaries of prevention and protection requirements into more remote unincorporated areas to minimize future wildfires. The County Board of Supervisors adopted Fire Prevention and Protection requirement as Chapter 38 A to the Butte County code on February 9, 2020 with additional wildfire safety requirements for defensible space and hazardous vegetation reduction. The first phase of the program is led by Cal Fire-Butte County. They will perform inspections and provide one-on-one education to property owners to mitigate their property. These education and citation strategies are effective with the majority of property owners, but for those who cannot or will not remove hazards on their property, a second phase involving Code Enforcement Officers is essential. These officers also offer education and issue citations, before and during fire season. If the property owner is unable or unwilling to bring the property to code, Officers will hire contractors to abate the property, and coordinate warrants and litigation for payment. Case work is completed with the administrative support of an Office Specialist with legal work background. This phase of intervention is the last resort to rectify a direct fire hazard. Without an intervention, the property would remain a danger to the residents and their community.

The Project will focus on 20 remote, unincorporated, low-income communities in the county, including the Most Impacted and Distressed Area of the Wind Complex Fire. All areas are high or very high fire risk areas in Butte County. The 20 "Communities at Risk" identified by the California State Forester are the following:

1. Bangor
2. Berry Creek
3. Butte Meadows
4. Cherokee
5. Clipper Mills
6. Cohasset

7. Concow
8. Feather Falls
9. Forbestown
10. Forest Ranch
11. Honcut
12. Hurleton
13. Kelly Ridge
14. Magalia
15. Palermo
16. Rackerby
17. Robinson Mill
18. Stirling City
19. Thermalito
20. Yankee Hill

The outcome for implementing this project is that 40 parcels per year, that otherwise would pose an imminent severe fire risk, will be abated to meet safety code standards.

In 2020, there were 4,149 defensible space inspections by Fire Personnel, and while the majority abated their property once receiving a notice of inspection and education, there were 966 follow-up non-compliant inspections.

In 2019, the Bangor area (the MID) was the focus of critical space inspections, at which time 144 inspections were completed. Another 159 properties were inaccessible due to locked gates. This data indicates that the MID, alone, has a need for access and measures to reduce risk, even after experiencing the Wind Complex Fire two years prior.

Without the Fire Prevention and Protection: Code Enforcement Project, there is a gap of protection between Fire Personnel inspections and potential fires. Code Enforcement Officers have the charge of continuing the inspection and education process with the added tools of citation, abatement crews, and the legal system. They serve only homes who have been unwilling or unable to make the necessary clearance of fuels from their property. Therefore, for every property that is brought into compliance as part of this project, it represents the mitigation of future fire risk.

Time Frame: 36 months

The Fire Protection and Prevention: Code Enforcement Project will fund two Code Enforcement Officers for active field work, coordination of hearings and abatement, issuing liens, and overseeing case management. An Office Specialist will support the legal and case management needs of each property. One vehicle will also be funded.

2. Deliverable Narrative

- Deliverable 1: - Recruit, hire, train staff
- Deliverable 2: Active Field work
- Deliverable 3:
 - Timelines with Milestones
 - Activity Reports
 - Financial Reports

- Labor Compliance Reports
- Final Reports and Closeout

3. Task Narrative

- Deliverable 1 -Hire Staff
 - Recruit
 - Hire
 - Train
 - Lease vehicles
- Deliverable 2 -Active Field Work:
 - Contact Households
 - Hearings and Abatement
 - Liens and Case Management
- Deliverable 3 -Monthly Report
 - Activity Reports
 - Collect data
 - Review and Prepare Report
 - Enter report in Grants network and submit to HCD
 - Financial Report
 - Collect invoices for reimbursement
 - Enter invoice data in Financial Report
 - Upload back-up invoices and submit to HCE for payment via Grants Network

4. Timeline

Execute Standard Agreement with HCD	April 2022
Recruit and hire staff	May-Aug 2022
Lease vehicles	June 2022
Train staff	June-Sept 2022
Active field work/Fire Season	May-Aug (annual)
Hearings and Abatement	August-November (annual)
Liens and Case Management	December-May (annual)
Completion Date/Close Out Process	April 2025

Applications: Fire Protection and Prevention: Code Enforcement Project - communitydevelopment@buttecounty.net

Mitigation - Planning and Public Services (MIT-PPS)

Profile

communitydevelopment@buttecounty.net

What project type are you applying for?

Public services

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

Yes

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

Butte County is a full service, 23-department county government with proven capacity to manage diverse programs, hundreds of funding sources and complex reporting requirements. The Fire Prevention and Protection: Code Enforcement Project will be implemented and managed by the Butte County Department of Development Services' Code Enforcement Division. Chris Jellison is the Manager of the Code Enforcement Divisions with seven years of leadership experience in this roll and a staff of thirteen officers and support staff. This division holds the field expertise for solicitation, selection, monitoring, environmental review compliance and program oversight. The Code Enforcement Division investigates land use complaints; issues citations for violations of Butte County Codes, including Restrictions on the Cultivation of Medical and Nonmedical Marijuana; and implements the Abandoned Vehicle Abatement (AVA) and Nuisance Abatement Programs. The Division oversees the implementation and tracking of Zoning Ordinance and offers focused support on recovery from county disaster.

In addition, Butte County's Administration Department will provide Community Development Block Grant (CDBG) contract oversight support. Butte County has successfully written and implemented a variety of CDBG programs, resulting in a team with honed expertise in CDBG grant oversight, contracts, and reporting. This team is led by Jennifer Macarthy, Deputy Administrative Officer, who has worked with both CDBG Entitlement and Non-Entitlement programs for over 25 years. She has vast experience meeting Federal monitoring and compliance requirements. Also on the team is Jaclyn Thompson, Senior Management Analyst, who has developed programs, performed data analysis, and compiled reports for the county for over eight years. Donovan Rhinehart, the team's Associate Administrative Assistant, has supported CDBG programs for over six years, offering fiscal and data analysis expertise.

Are you applying for more than one Public Services Activity?

No

Public Services Activity

Code Enforcement

Is the project regional in approach?

No

Does the project include collaboration amongst jurisdictional and nonprofit partners?

No

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-4344

Eligible applicant type

County

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

No

Project Title

Fire Protection and Prevention: Code Enforcement Project

17-MITPPS-21002

Approved Date: 7/16/2021

Prep Date: 03/15/2022

Org Name

County of Butte

Provide a snapshot summary of the project.

The Fire Prevention and Protection: Code Enforcement Project is a public service project that directly serves low to moderate income communities, in the area most impacted by the Wind Complex Fire, as well as other small rural communities that are at high or very high fire risk. The project will employ two Code Enforcement Officers that will offer direct intervention to at least 120 high-risk properties in which owners are unable or unwilling to properly abate their remote property. They will educate community members, hire contractors, and coordinate litigation, if necessary, in order to protect the greater community from the large and disastrous fires experienced in Butte County.

Upload project description, if available.

Project Description.pdf

Project Location Description

The project will focus on communities with the highest fire risk as defined by CAL Fire using the fire severity zones for the State of California, which are also the most remote, low-income, unincorporated communities, including the Most Impacted and Distressed Area. These areas are remote, pioneer, and forestry areas with abundant landscape that range from timberland to grassland. Butte County, as a whole, has experienced more than 65 fires since 2015, burning over 187,250 acres including California’s most deadly and destructive fire in both 2018 (Camp) and 2020 (North Complex). California State Forester considers all 20 areas as “Community At Risk.”

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

95901 – Predominantly Yuba 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.

National Objective

Low-to Moderate-Income (LMI)

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- to- moderate income communities benefit from the Code Enforcement Project when neighboring high-risk properties are abated of fire hazards. Neighbors, who are concerned about a property in proximity to their home, often lead to inspections by fire personnel. After offering inspection and education, there is little that fire personnel can do to demand corrective measures. There is little recourse for properties that pose a certain risk to themselves and others in these low- to- moderate income communities without code enforcement intervention.

These corrective actions prevent imminent fire, which further protects low- to- moderate income communities from emergency evacuation, loss of home and property and threat to life. The homelessness rate in Butte County has increased since the 2018 Camp Fire because what little affordable housing that was available is now occupied. When, inevitably, fires on these properties occur, more households will lose what little they have and it will potentially lead to greater housing insecurity.

*Updated by NX (5/4/21)

Information received by HCD via email from SHALLen@buttecounty.net (4/8/21)
See more information in attachment titled "Butte County Response to 2018 CDBG"

Question:

The supporting documents provided for the service area included maps identifying project locations and block groups. Please confirm that the list of locations provided is the proposed list of all project locations. From this list, the LMI percentage will be based on the block groups of each of these locations.

Answer:

The list of 20 communities are all project locations. The Service Area application attachment indicates the LMI for each community and the average LMI of the combined locations based on their LMI population and full population, as instructed by HCD staff and webinars.

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

LMI and Service Area Maps.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)

The Post Incident Action Summary for the Wind Complex Fire specifies that the rapid spread of the fire and difficulty containing it was due to high winds and timber fuels with heavy understory shrub, heavy brush fields and grasses. There was a heavy accumulation of dead and down litter due to the age of the fuel bed. (See photo of terrain with MID map.) According to CalFire, the Bangor area has experienced at least 10 fires, covering 13,083 acres since 2015. This small community had three fires (Robinson, Teddy, and Avocado) in 2020 alone, showing no indication of stopping without a sizeable intervention. The benefit of the Code Enforcement Project in the MID is the decrease of fuels around properties to prevent fire and protect life and property. The toll of fire on the lives or residents is extraordinary and prevention is essential to protect the resilience of human life in this extremely high fire area.

*Updated by NX (5/4/21)

Information received by HCD via email from SHALLen@buttecounty.net (4/8/21)
See more information in attachment titled "Butte County Response to 2018 CDBG"

Question:

Please confirm the City of Bangor as a project location is included in the MID zip code. Also, provide details regarding how the work in the project locations along the MID zip code border will provide benefit to the MID.

Answer:

Bangor is an unincorporated community near the MID, and portions of the community are in the MID zip code. Areas in the MID are included in the project scope of work.

Project locations along the MID zip code border will benefit the MID by mitigating the spread of future wildfires. Fire does not respect county boundary lines nor zip code zones. Butte and Yuba County's rural communities and dry brush terrain are inextricably connected through natural high-fire landscape. Preventing fires in the project locations along the MID zip code protects the MID residents and properties, reducing community vulnerability, promoting safety and resilience, and reducing the loss of resources and stability that are in the wake of disasters.

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

High Fire Areas and MID Map.pdf

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

1600, 1700, 1800, 2400, 2900, 3200, 3300

What is the total dollar amount of the project?

1,004,589

Anticipated CDBG-MIT funding need (\$ amount)

500,000

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

Yes

If yes, please provide a list of sources, how much have you applied for, have you been awarded funds, and the amount(s) from each source anticipated or awarded.

Project funds not requested in this this application have been acquired from PG&E settlement funds after the 2017 Honey Fire. Included in that budget is 1.5 FTE Code Enforcement Officer, an Office Specialist, a vehicle, equipment and supplies. (Fire personnel inspections not part of the budget or resources.)

Project Budget broken down by eligible activity and activity costs

CE Budget.pdf

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

Butte County approved salary ordinance for Code Enforcement Officers (page 18) and Office Specialist (page 24), along with associated fringe benefits. The estimate for the vehicle comes from the Butte County 2020-2021 Vehicle Menu Form based on vehicle procurement policies and procedures.

*Updated by NX (5/4/21)

Information received by HCD via email from SHAllen@buttecounty.net (4/8/21)
See more information in attachment titled "Butte County Response to 2018 CDBG"

Question:

Provide details on budget line items, including a description of work to be performed, justification, and how costs were determined.

Answer:

Two full-time Code Enforcement Officers will be hired and assigned to perform the following duties: respond to code violations, educate property owners on how to mitigate property and the legal need to do so, inspect properties, issue citations, solicit and hire contractors to remediate high-risk property if the property owner is unwilling or unable to, issue warrants for unpaid violations and property remediation, and represent County in litigation with property owners.

One full-time Office Specialist will support the Code Enforcement Officers in managing the administrative, fiscal, and legal tasks, as well as data collection and reporting.

Salaries are justified by the Butte County salary schedule and corresponding County approved fringe benefits packages associated with the proposed positions. The vehicle cost was determined by the 2020 Vehicle Purchase Menu established within the Butte County Managed Procurement Contract No. MPC0065.

Fuel costs are based on the number of estimated miles travelled by Code Enforcement Officers in the course of their duties multiplied by the Internal Revenue established rate per mile.

*Updated by NX (5/4/21)

Information received by HCD via email from SHAllen@buttecounty.net (4/8/21)
See more information in attachment titled "Butte County Response to 2018 CDBG"

How does this project fit within the larger code enforcement project the County has, and how will the other funds align with the requested MIT-PPS funds?

The mission of the Code Enforcement Division is to ensure the health and safety of the county by addressing code and standards violations. The scope of violations include abandoned vehicle abatement, camping violations, illegal dumping, junk in public view, lighting, medical marijuana, nuisance abatement, unsafe structures, and zoning violations. There are currently six full-time and five extra-help Code Enforcement Officers that address the before mentioned violations.

The Division mission and MIT-PPS program objectives align with the newly amended County code for fuel reduction to prevent wildfires. The MIT-PPS funds will benefit from the strong foundation established by the Division, with a proficient system that includes staff training and supervision; program development and implementation; contract monitoring, reporting and accountability; and success in building robust specialized teams. The Division's "Cannabis Team" has received acclaim for the enforcement program developed over the past few years. It is the intention of the Division to develop an equally successful specialized fuel reduction team.

At this time, there is one fire abatement officer. Funding from CDBG-DR would allow two more officers to be hired in a system that requires five more to meet the current demand of cases and violations. Without more dedicated fire abatement officers, the need would far exceed the ability of the County to keep residents safe in the high-risk fire areas.

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

The Fire Prevention and Protection: Code Enforcement Project is housed within the Department of Development Services (DDS), which includes a Planning Division. DDS has as their charter the responsibility to execute planning for the county to improve and protect county infrastructure. Further, DDS currently has a Code Enforcement Division whose responsibilities are to offer public service in the manner described in this proposal. The project will allow that expertise to be utilized to a greater degree in low- to-moderate, remote communities.

It is the charge of Code Enforcement Officers to reduce risks to county residents. It is their responsibility to ensure that residents follow the protective codes to ensure safety. As such, the Code Enforcement Division has extensive experience in risk reduction. While this project represents an expansion of services, the Division has been providing fire abatement code enforcement in less rural areas for years, as well as other code enforcement efforts throughout the county. They are prepared to implement a familiar scope in well-known geographic areas.

Butte County governing offices, as a whole, are experienced with implementing risk reduction projects. The Administration Department has overseen a variety of CDBG grants and also houses Emergency Services officers. Administration has worked in partnership and support of other departments - Employment and Social Services, Behavioral Health, Public Works, Public Health, Sheriff, and Fire - that regularly implement and manage risk reduction projects as part of their department's on-going responsibilities to county residents.

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

Yes

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

Safety & Security

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

In partnership with Fire Services, Code Enforcement will address the root cause of mass wildfires that put the fundamental Safety and Security of county residents at risk and disrupts community stability. Code Enforcement efforts are a decisive intervention that will ensure that neighboring properties are safe, even in circumstances in which property owners are resistant or unable to meet standards of safety. By doing so, current and future risk is reduced and long-term vitality and well-being of the communities are secured.

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

The Code Enforcement Project creates defensible space on private property to help mitigate the rapid spread of fires in Butte County's rural, foothill communities. Reducing this type of widespread fire threat builds resilience in these communities by allowing private and public resources to concentrate efforts on the most impacted areas during future disasters.

Butte County, at large, and in particular the small secluded communities that would be beneficiaries of this project, have faced an inordinate amount of crisis, in the form of fire, flood, and drought. What's more, the majority of residents in these communities have additional vulnerabilities with lower incomes, fewer social determinants, a higher percentage of people from protected classes, inherent geographic and social isolation, and generational trauma. Enlisting the governing safety mechanism to secure property will sustain the well-being that many residents are struggling to acquire and maintain. Preventing further financial and personal loss, due to disaster, will contribute to the long-term resilience of individuals and families.

*Updated by NX (5/4/21)

Information received by HCD via email from SHALLen@buttecounty.net (4/8/21)

See more information in attachment titled "Butte County Response to 2018 CDBG"

Question:

Will the project affect protected classes, underserved communities, and vulnerable populations specifically? When identifying project areas, has the County considered areas specifically related to these groups?

Answer:

Yes. The 20 community areas selected for this project are isolated individuals in rural, often pioneer areas. The demographics do not represent protected classes, but are very much underserved and vulnerable populations. These are often poor areas, with many residents living in substandard living conditions. Families have experienced significant generational trauma and have a deep reluctance for government involvement. Most communities have extremely limited access to basic public amenities, social services, and support systems due to location and/or a cultural intolerance for "outside" support. Because they are very often isolated, reluctant, and underserved they have not benefitted from the type of self-sufficiency opportunities typically in place in other more robust, service-oriented communities.

The areas for the project were selected because they are high-fire risk, because isolated properties are often less abated for fire prevention, and because of the complexity of serving the population that resides there. The resistance to following laws on private property and interacting with government officials is profound due to a generational history of suspicion, criminal activity, and chosen isolation. Yet, without meaningful education that changes behavior and concentrated interventions in these areas, the future of fire is imminent. This will impact not only the property that ignites the fire but the surrounding households, that when evacuated or when they lose their home, would have very few financial and social resources to recover. These areas represent unstable lifelines with few resources to prevent, escape from, or recovery from impending disasters.

Can this project be replicated in other communities?

Yes

If yes, provide a description.

The Fire Prevention and Protection: Code Enforcement Project, in its partnership with fire services, is an essential tool for safety that can be replicated in other communities. When fire services have exhausted their role and responsibility of education, and high fire risk remains, there is a necessity for further protective action. The duties of the Code Enforcement Officers, of educating, citing, hiring abatement contractors, and holding property owners financially responsible is a charter that is relevant in other counties in mitigating hazards. The authority for addressing public nuisances through nuisance abatement is granted to local jurisdictions by state law, so it can be replicated.

Unique to small, rural communities are challenges with limited access to gated property distanced from houses; rugged terrain leading to property; illegal actions on property typically hidden from law enforcement view; and community cultural that is resistance to government involvement. This program will meet these unique barriers and could provide learning to counties faced with similar challenges. Learning from these efforts to replicate in other communities will allow other programs to be more efficient and effective earlier in the implementation process and will build an infrastructure that protects the safety of its officers.

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.

The outcome for implementing this project is that 40 parcels per year, that otherwise would pose an imminent severe fire risk, will be abated to meet safety code standards.

In 2020, there were 4,149 defensible space inspections by Fire Personnel, and while the majority abated their property once receiving a notice of inspection and education, there were 966 follow-up non-compliant inspections.

In 2019, the Bangor area (the MID) was the focus of critical space inspections, at which time 144 inspections were completed. Another 159 properties were inaccessible due to locked gates. This data indicates that the MID, alone, has a need for access and measures to reduce risk, even after experiencing the Wind Complex Fire two years prior.

Without the Fire Prevention and Protection: Code Enforcement Project, there is a gap of protection between Fire Personnel inspections and potential fires. Code Enforcement Officers have the charge of continuing the inspection and education process with the added tools of citation, abatement crews, and the legal system. They serve only homes who have been unwilling or unable to make the necessary clearance of fuels from their property. Therefore, for every property that is brought into compliance as part of this project, it represents the mitigation of future fire.

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

Quantitative Data.pdf

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)

The period of performance will span the full three years of funding available. Once the Standard Agreement is executed (anticipated April 2021), staff will be expeditiously recruited, hired, and trained in order to have them in the field by fire season. Duties and responsibilities will continue until the completion of the grant (anticipated March 2024).

Proposed Project Timeline

Timeline.pdf

APPLICABLE LOCAL POLICIES AND PLANS

Do you have procurement policies and procedures?

Yes

If yes, upload your procurement policies and procedures.

Center-Led Procurement Manual.pdf

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

Do you have a current hazard mitigation plan?

Yes

If yes, upload your plan

County Mitigation Plan.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)?

No

If no, please provide a status.

Butte County's URA Policies and Procedure have been developed specifically for Housing Rehabilitation projects. The State URA policy will be utilized.

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

No

If no, please provide a status.

Butte County has an established CEQA process which is in the process of being amended to include the NEPA process.

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.

The County will take steps to develop all necessary plans for the program or projects as part of the clearance of general and special conditions for the master agreement.

Do you have anti-lobbying policies and procedures?

Yes

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

ATTACHMENT V - Anti-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.

2020 CONFLICT OF INTEREST CODE.pdf

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

Do you have non-discrimination policies and procedures?

Yes

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

Non Discrimination Policy.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?

No

If no, please provide a status.

The county will take steps to develop all necessary policies as part of the clearance of general and special conditions for the master agreement

Do you have financial management policies and procedures?

Yes

If yes, upload your financial management policies and procedures.

Financial Policies.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

17-MITPPS-21002

Approved Date: 7/16/2021

Prep Date: 03/15/2022

What is your governing board meeting schedule?

The Butte County Board of Supervisors meet the second and fourth Tuesdays of each month, or as set by special order of the Board.

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?

Staff Experience.pdf

Debarment Check

Debarment Check.pdf

Government Agency Taxpayer ID Form

TAX_ID_Form.pdf

Payee Data Record STD 204 Form

Signed std204.pdf

Have you reviewed the sample authorizing resolution?

Yes

Budget Worksheet

View Budget Worksheet

<https://portal.ecivis.com/#/peerBudget/77602E90-57C4-4462-9CCC-10721831BA43>

Goals Worksheet

View Application Goals

Additional Information

Butte County Response to 2018 CDBG.pdf

Additional Information

LMI and Service Area Maps.pdf

Additional Information

Clarifying Code Enforcement threshold information.pdf

Additional Information

Resolution.pdf

Additional Information

DoBAffidavit.CodeEnforcement.pdf

Additional Information

DoBAnalysisCodeEnforcement.pdf

Additional Information

Brian Ring Oath 2020.pdf

Additional Information

Time Keeping Process.docx

Additional Information

Butte-DR-MHPNEPA-EnvironmentalPolicy-Final Clean.docx

Additional Information

NEPAExemptionCert.CodeEnforcement.pdf

Additional Information

Scope of Work.docx

Additional Information

File Upload

File Upload

Additional Information

Additional Information

Additional Information

Additional Information

of Reviews

1

of Denials

0

Average Score

File Upload

File Upload

File Upload

File Upload

Applications: File Attachments

Upload project description, if available.

Project Description.pdf

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

LMI and Service Area Maps.pdf

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

High Fire Areas and MID Map.pdf

Project Budget broken down by eligible activity and activity costs

CE Budget.pdf

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

Quantitative Data.pdf

Proposed Project Timeline

17-MITPPS-21002

Approved Date: 7/16/2021

Prep Date: 03/15/2022

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?

Staff Experience.pdf

2018 CDBG-MIT

Fire Prevention and Protection: Code Enforcement Project Description

The Wind Complex Fire touched down on La Porte Road and Oro Bangor Highway, destroying 74 structures in remote South Butte County. It was carried by timber fuels, heavy understory of shrub, brush, and grasses, widely present in Butte County's unincorporated areas. This scenario of fuels spreading fire, destroying property, and the emergency evacuation of residents has become tragically common in Butte County. Fire prevention and protection is an integral part of the Butte County Local Hazard Mitigation Plan. Developing a compliance systems for abating fuel on private property in these high and very-high fire risk areas is critical to the safety and security of Butte County residents.

The purpose of mitigation planning is to recognize the natural hazards that impact counties, to identify actions and activities to reduce losses from those hazards, "and to establish a coordinated process to implement the plan, taking advantage of a wide range of resources." (44 CFR 201.1[b]) Butte County has conducted mitigation planning to identify that one of the most prevalent risks associated with fire hazard in the county are individual property owners who are unaware, unable, or unwilling to properly abate hazards from their property.

The Fire Prevention and Protection: Code Enforcement Project is a new, essential program for Butte County. The new program will expand the geographic boundaries of prevention and protection requirements into more remote unincorporated areas to minimize future wildfires. The County Board of Supervisors adopted Fire Prevention and Protection requirement as Chapter 38 A to the Butte County code on February 9, 2020 with additional wildfire safety requirements for defensible space and hazardous vegetation reduction. The first phase of the program is led by CALFire Butte County Fire that will perform inspections and provide one-on-one education to property owners to mitigate their property. These education and citation strategies are effective with the majority of property owners, but for those who cannot or will not remove hazards on their property, a second phase involving Code Enforcement Officers is essential. These officers also offer education and issue citations, before and during fire season. If the property owner is unable or unwilling to bring the property to code, Officers will hire contractors to abate the property, and coordinate warrants and litigation for payment. Case work is completed with the administrative support of an Office Specialist with legal work background. This phase of intervention is the last resort to rectify a direct fire hazard. Without such an intervention the property would remain a danger to the residents and their community.

The Fire Protection and Prevention: Code Enforcement Project will fund two Code Enforcement Officers for active field work, coordination of hearings and abatement, issuing liens, and overseeing case management. An Office Specialist will support the legal and case management needs of each property. One vehicle will also be funded.

The Project will focus on 20 remote, unincorporated, low-income communities in the county, including the Most Impacted and Distressed Area of the Wind Complex Fire. All areas are high or very high fire risk areas in Butte County.

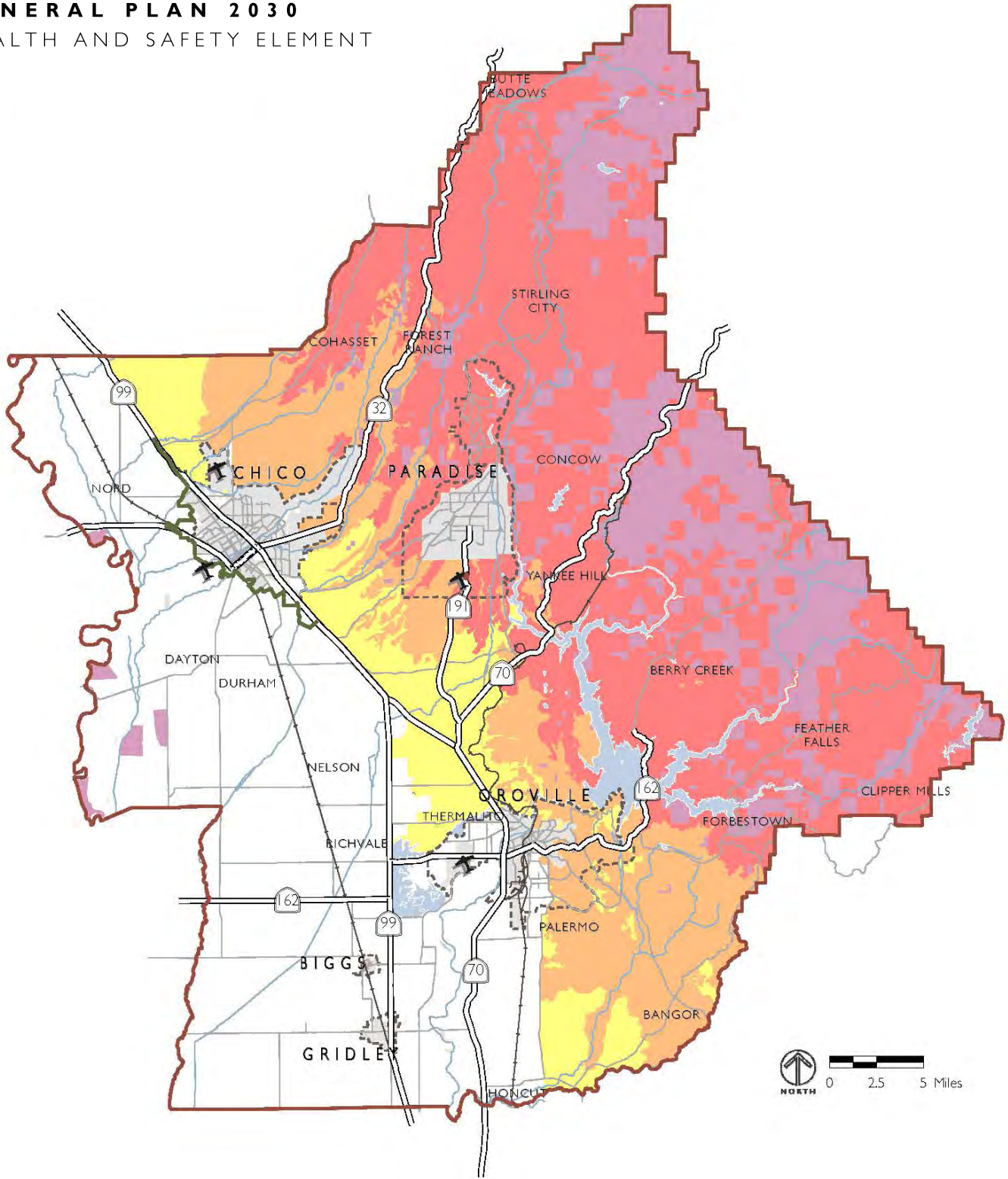
2018 CDBG-MIT

Butte County Public Service Applications

Service Areas and LMI Eligibility

OBJECTID	GEOID	NAME	PLACE_TYPE	STAT	STUSA	LOW	LOWMOD	LMMI	LOWMC	LOWMOD_x
19966	603792	Bangor CDP	Census-designated Places	6	CA	60	285	410	585	48.72
19985	606070	Berry Creek CDP	Census-designated Places	6	CA	350	640	970	1325	48.3
20036	609318	Butte Meadows CDP	Census-designated Places	6	CA	0	0	0	0	0
20091	612818	Cherokee CDP	Census-designated Places	6	CA	0	10	65	110	9.09
20108	614148	Clipper Mills CDP	Census-designated Places	6	CA	0	95	95	95	100
20113	614442	Cohasset CDP	Census-designated Places	6	CA	145	365	465	935	39.04
20122	616035	Concow CDP	Census-designated Places	6	CA	150	240	370	550	43.64
10977	6.01E+10	Feather Falls	2015ACS	6	CA	270	390	660	730	53.42
20250	624750	Forbestown CDP	Census-designated Places	6	CA	115	115	345	345	33.33
20254	624918	Forest Ranch CDP	Census-designated Places	6	CA	90	230	480	830	27.71
20339	634428	Honcut CDP	Census-designated Places	6	CA	115	135	135	165	81.82
10975	6.01E+10	Hurleton	2015ACS	6	CA	450	770	965	1590	48.43
20375	638024	Kelly Ridge CDP	Census-designated Places	6	CA	545	1025	1730	2715	37.75
20495	645120	Magalia CDP	Census-designated Places	6	CA	2935	5205	7715	11290	46.1
20622	655086	Palermo CDP	Census-designated Places	6	CA	1915	3245	4015	5895	55.05
20681	659115	Rackerby CDP	Census-designated Places	6	CA	0	15	45	95	15.79
20709	662200	Robinson Mill CDP	Census-designated Places	6	CA	0	0	0	0	0
20811	674186	Stirling City CDP	Census-designated Places	6	CA	95	95	95	175	54.29
20848	678470	Thermalito CDP	Census-designated Places	6	CA	2655	4785	5890	7085	67.54
20951	686678	Yankee Hill CDP	Census-designated Places	6	CA	100	100	170	270	37.04
							17745		34515	51.41%

**BUTTE COUNTY
 GENERAL PLAN 2030
 HEALTH AND SAFETY ELEMENT**

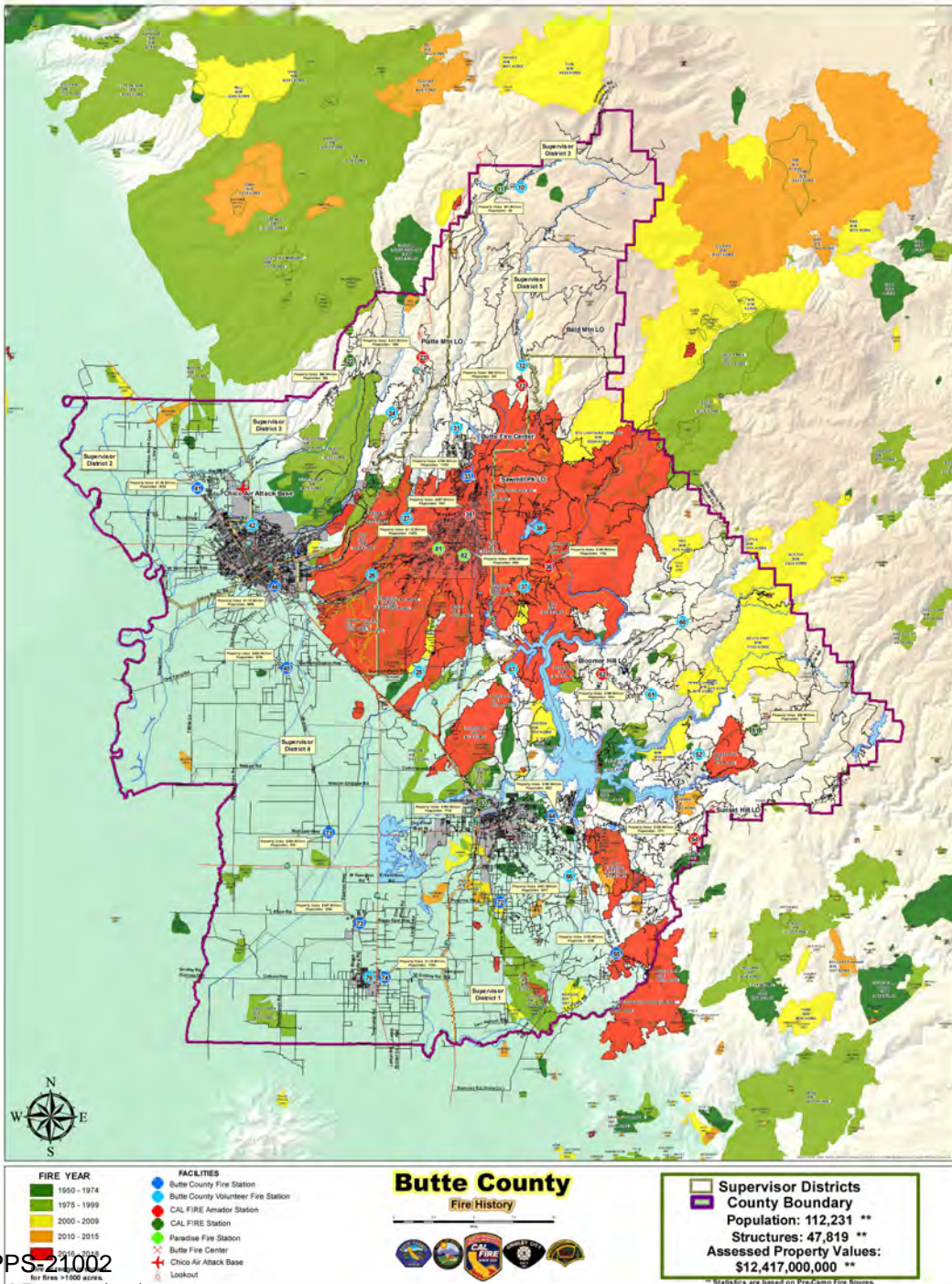


Sources: Butte County GIS, 2009; California Department of Forestry and Fire Protection, 2007.

- | | | |
|------------------------------------------------------------|-------------|---------------------|
| Moderate | Airports | Greenline |
| High | Major Roads | Sphere of Influence |
| Very High | Highways | County Boundary |
| Federal Responsibility Area
(not classified by CALFIRE) | Railroad | City/Town Limits |

FIGURE HS - 9
FIRE HAZARD SEVERITY ZONES

BUTTE COUNTY COMMUNITY DEMOGRAPHICS AND FIRE HISTORY MAP 2018

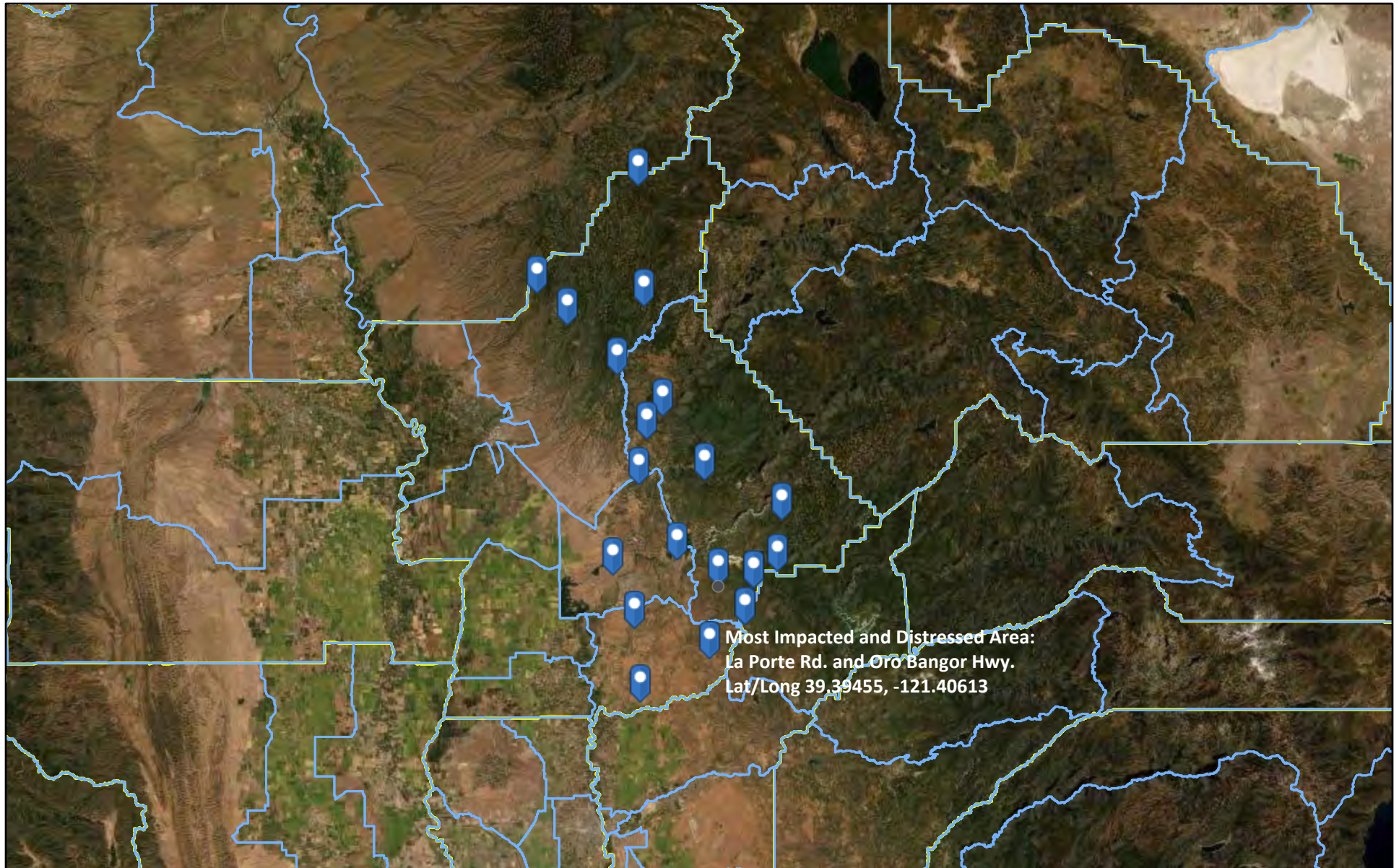


17-MITPPS-21002

Approved Date: 7/16/2021

Prep Date: 03/15/2022

Low- and Moderate-Income Data, based on 2011-2015 ACS 5-year Estimates



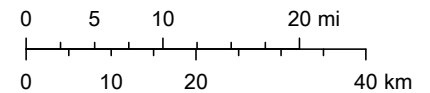
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 LMISD by County Subdivision

 LMISD by County

17-MITPPS-21002
Approved Date: 7/16/2021
Prep Date: 03/15/2022

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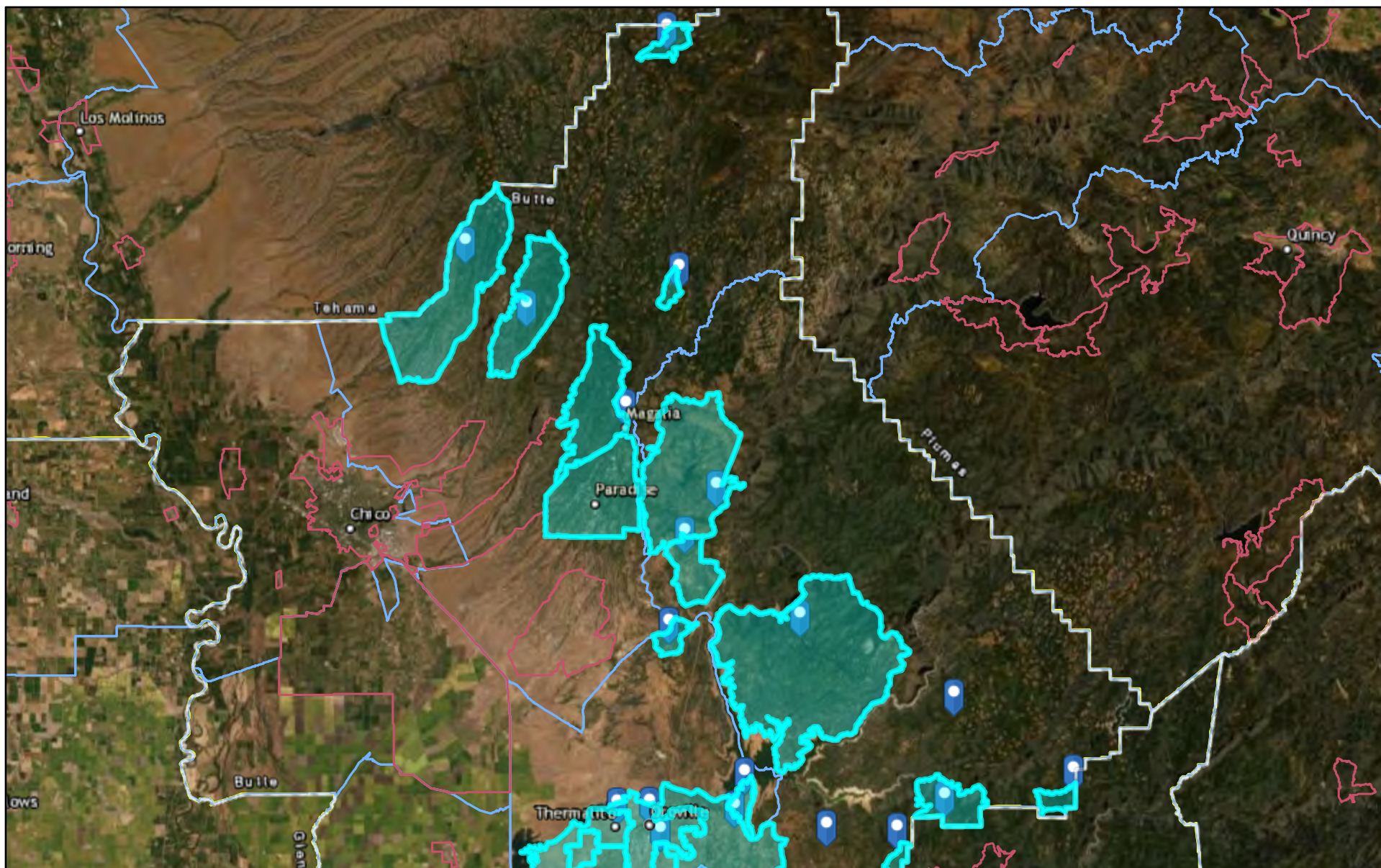


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North to Mid-County Communities in Fire Education Campaign

Low- and Moderate-Income Data, based on 2011-2015 ACS 5-year Estimates



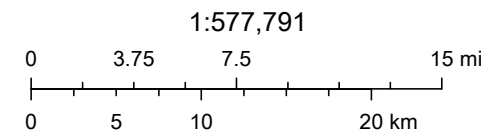
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 LMISD by Place & Consolidated City  LMISD by County

 LMISD by County Subdivision

Communities do not include Paradise

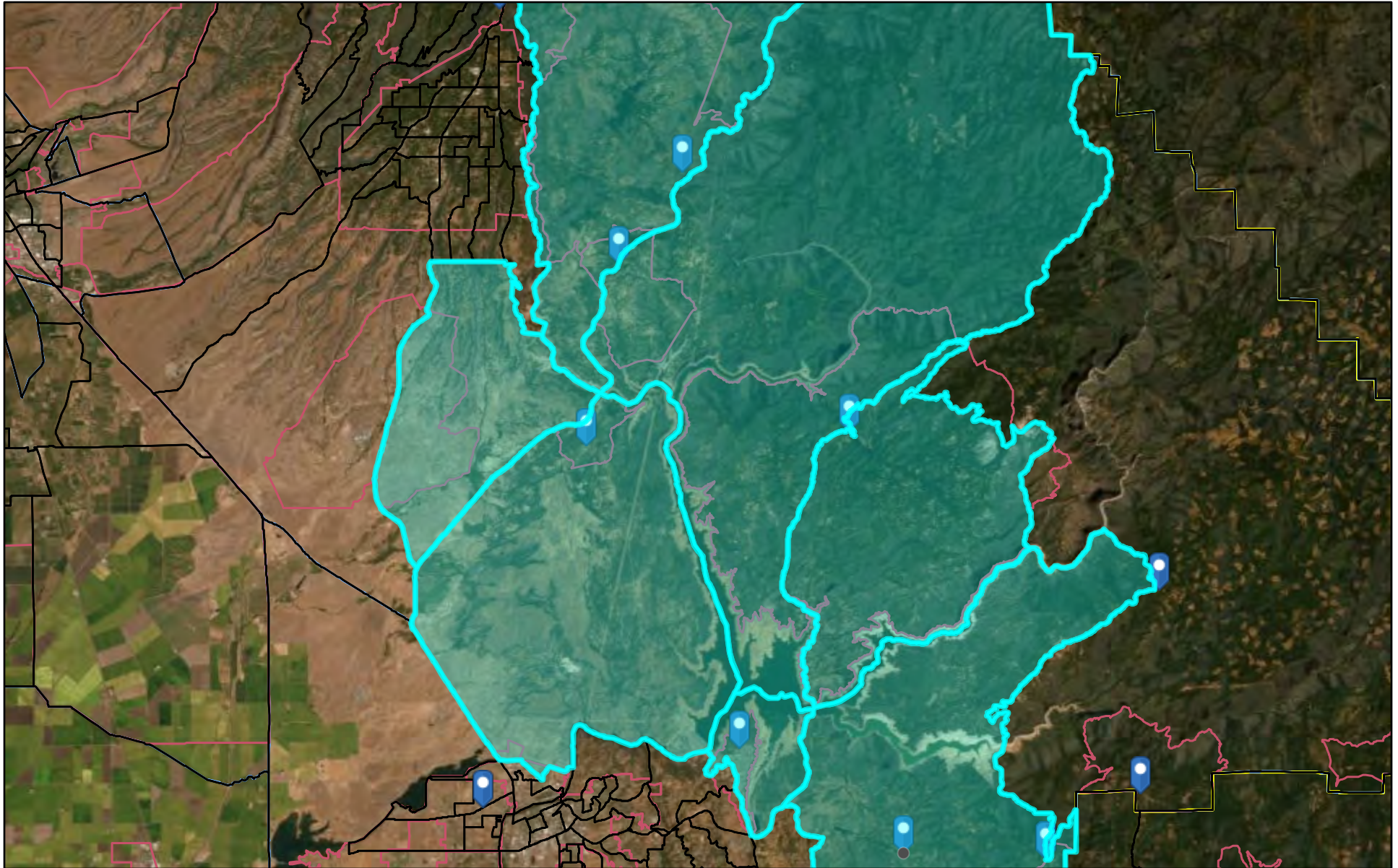
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Esri, HERE, Garmin, Earthstar Geographics

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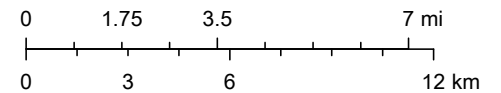
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- LMISD by Block Group
- LMISD by County Subdivision
- LMISD by Place & Consolidated City
- LMISD by County

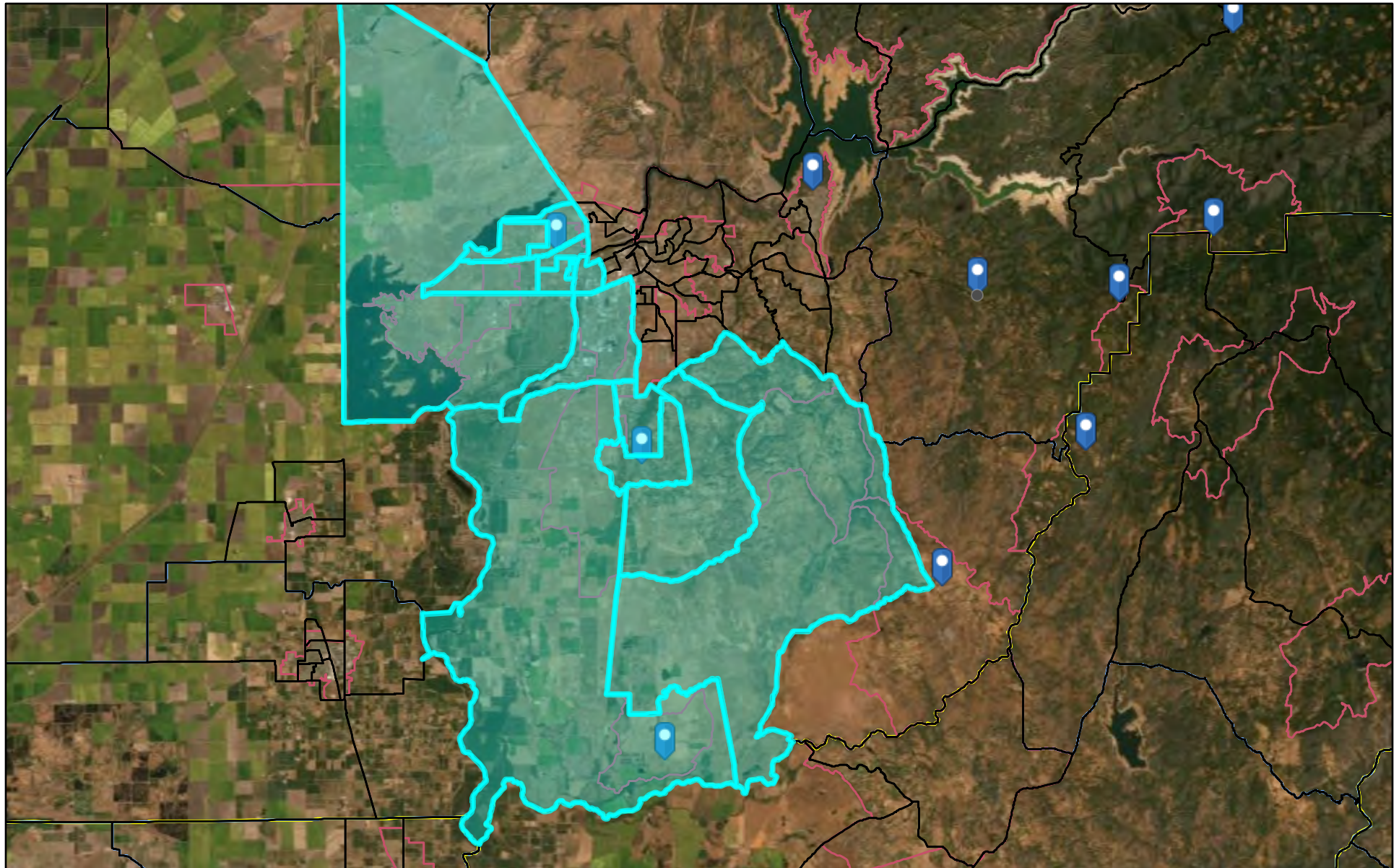
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Earthstar Geographics

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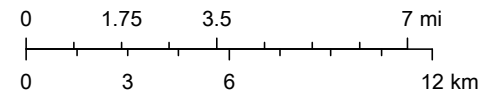
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Approved Date: 7/16/2021
Prep Date: 03/15/2022



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- LMISD by County Subdivision
- LMISD by Place & Consolidated City
- LMISD by County

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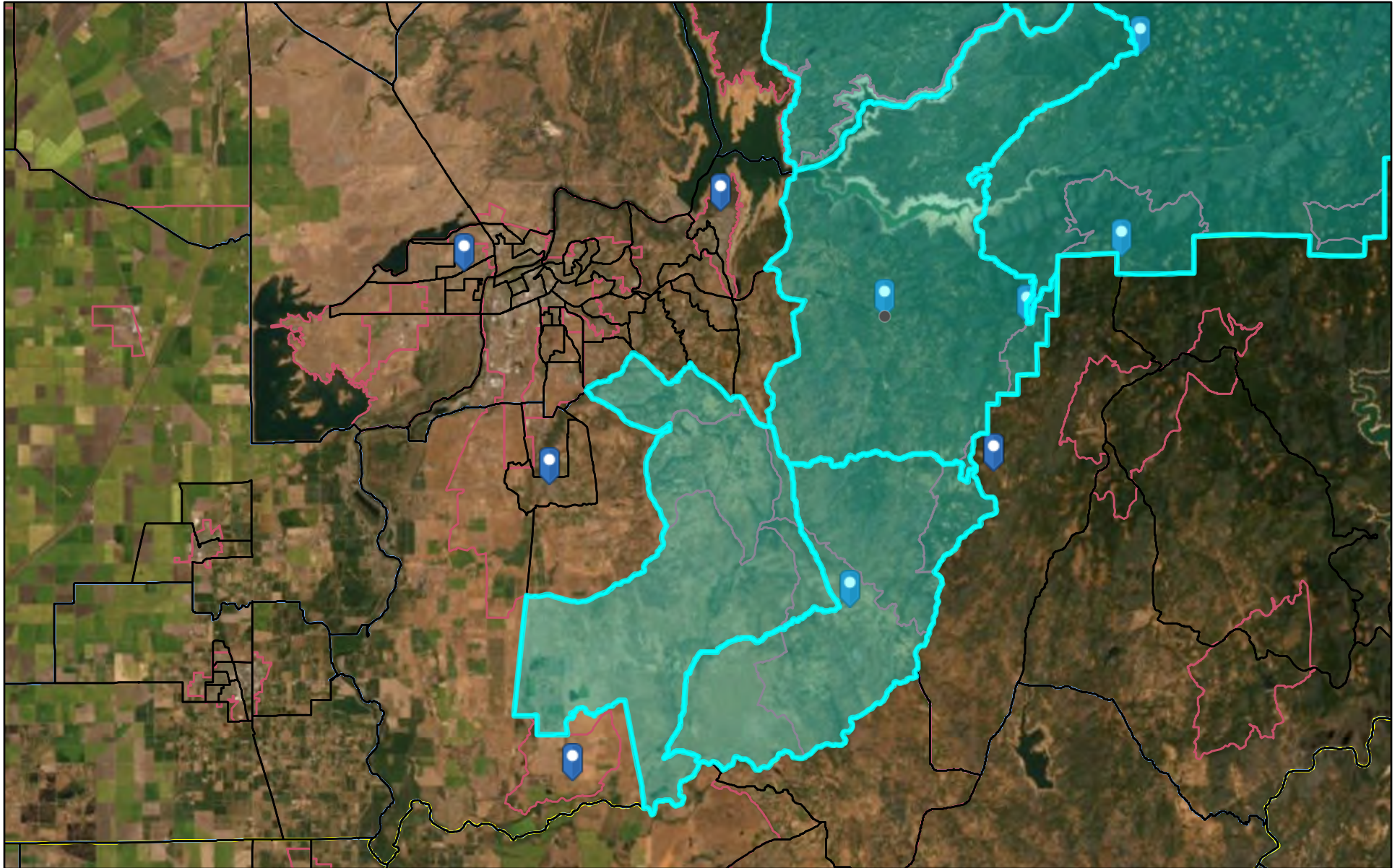
Earthstar Geographics

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



17-MITPPS-21002
Approved Date: 7/16/2021
Prep Date: 03/15/2022

East and South County Communities in Fire Education Campaign

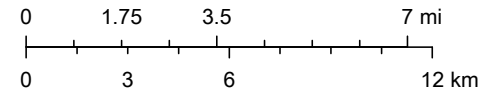
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-  LMISD by Block Group
-  LMISD by County Subdivision
-  LMISD by Place & Consolidated City
-  LMISD by County

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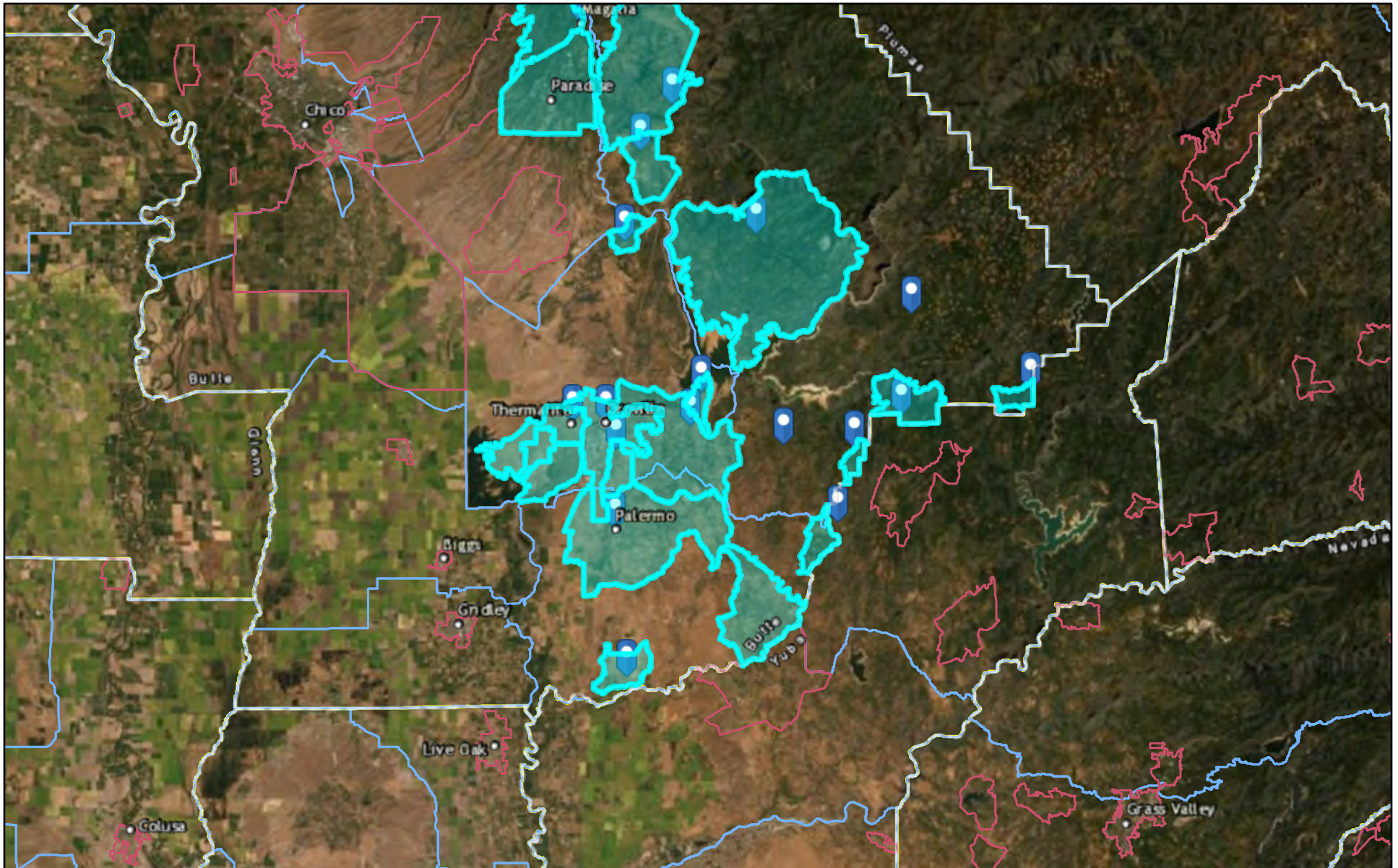


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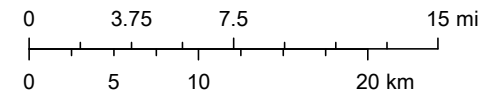
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LMISD by Place & Consolidated City
 LMISD by County

LMISD by County Subdivision

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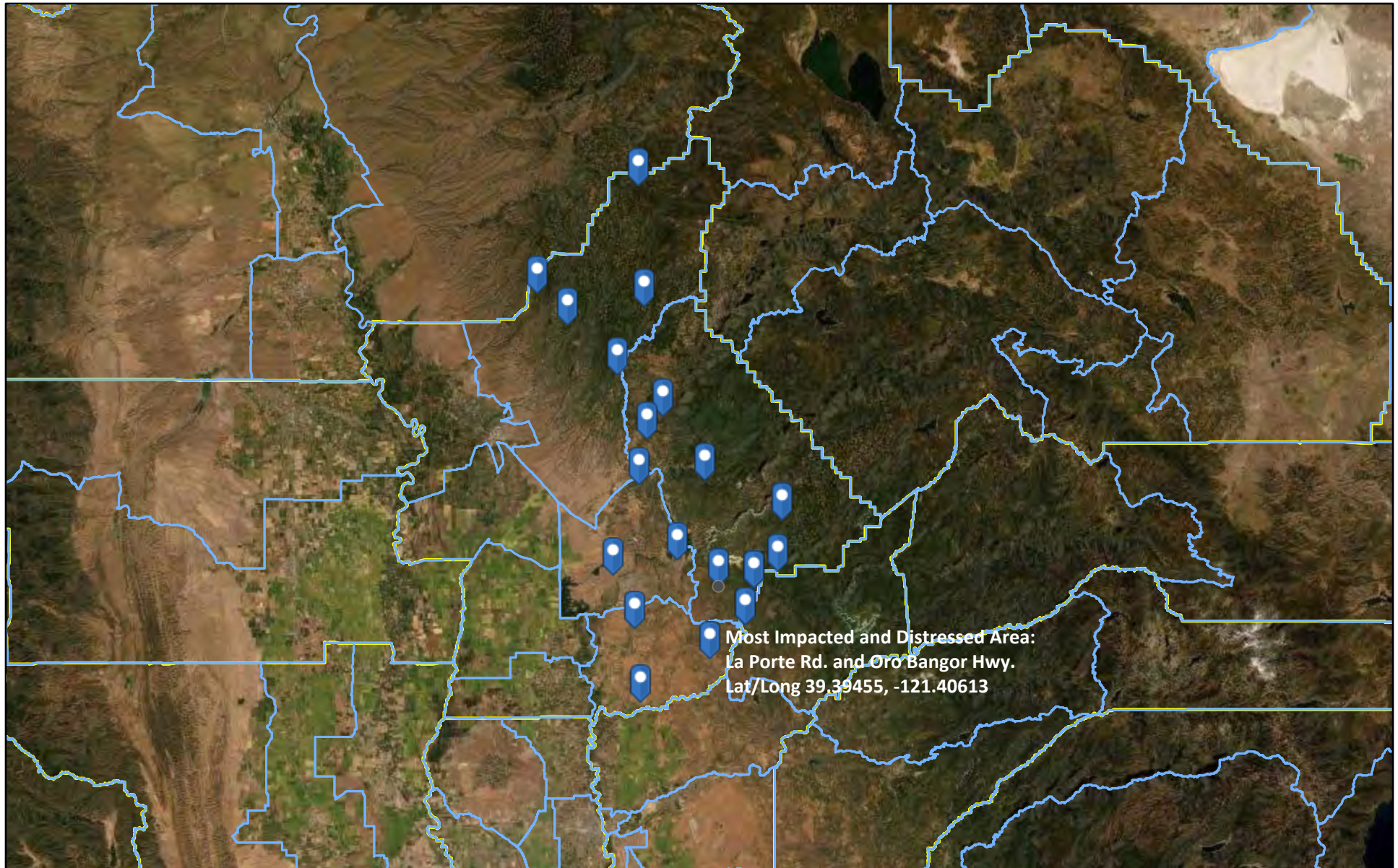
Esri, HERE, Garmin, Earthstar Geographics

U.S. Department of Housing and Urban Development, Web AppBuilder for Earthstar Geographics | Esri, HERE, Garmin |



20 Proposed High Fire Risk Areas with Most Impacted and Distressed Area

County of Butte 17-MITPPS-21002 Page 27 of 37

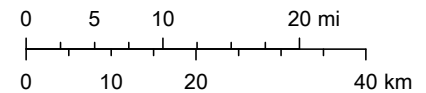
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-  LMISD by County

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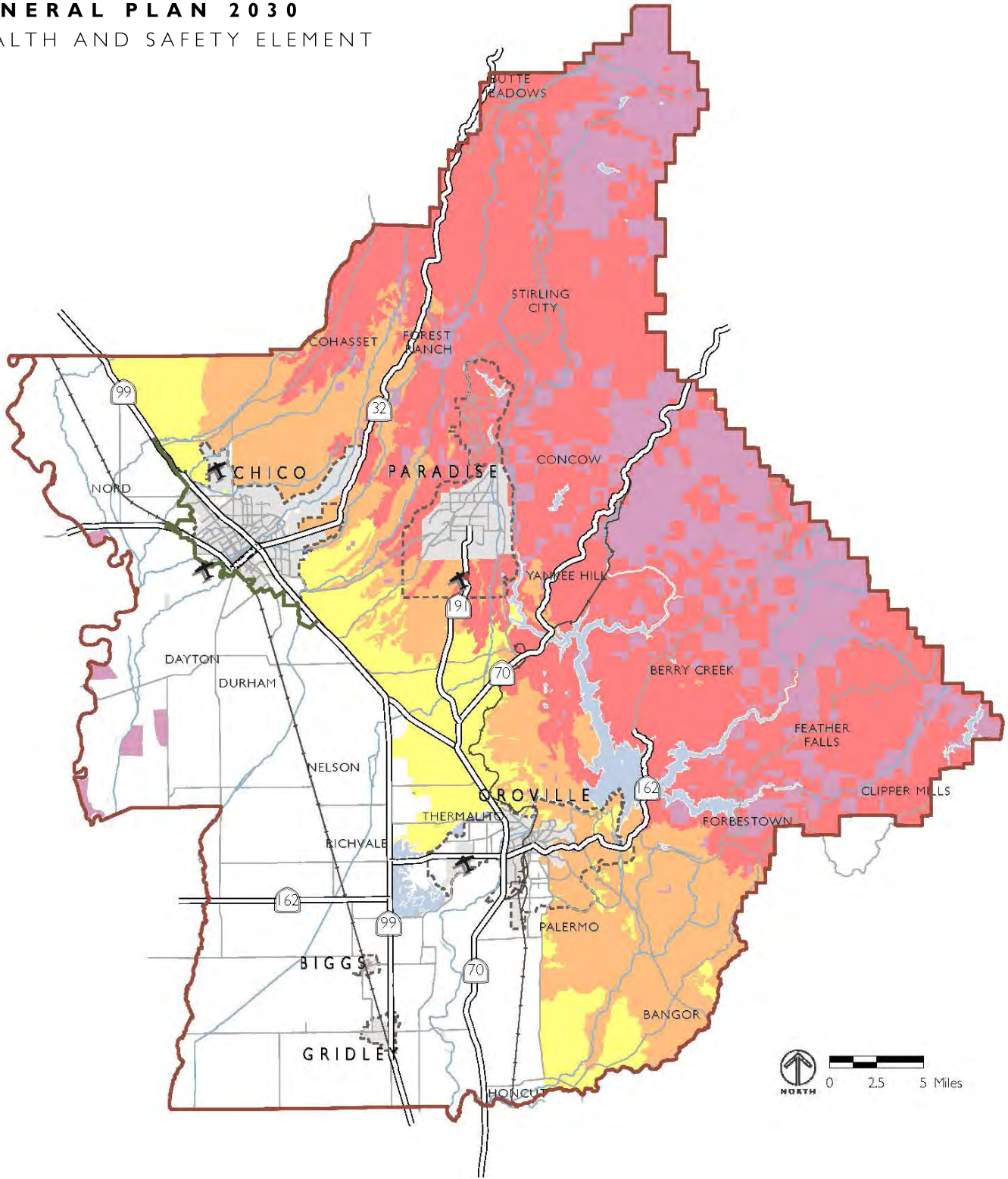


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**BUTTE COUNTY
 GENERAL PLAN 2030
 HEALTH AND SAFETY ELEMENT**



Sources: Butte County GIS, 2009; California Department of Forestry and Fire Protection, 2007.

- | | | |
|------------------------------------------------------------|-------------|---------------------|
| Moderate | Airports | Greenline |
| High | Major Roads | Sphere of Influence |
| Very High | Highways | County Boundary |
| Federal Responsibility Area
(not classified by CALFIRE) | Railroad | City/Town Limits |

FIGURE HS - 9
FIRE HAZARD SEVERITY ZONES



2018 CDBG-MIT/PPS Grant Application
 Fire Prevention and Protection: Code Enforcement

Activity Costs	Description	YEAR ONE	YEAR TWO	YEAR THREE	THREE YEAR BUDGET
Code Enforcement Officers Salary	2 FTE	100,464	100,464	100,464	301,392
Office Specialist	1 FTE	29,162	29,162	29,162	87,486
Benefits and Related Expenses	3 FTE	21,097	21,097	21,097	63,291
Vehicle Acquisition		41,734	-	-	41,734
Fuel		2,032	2,032	2,032	6,097
TOTAL		194,489	152,755	152,755	500,000

2018 CDBG-MIT

Butte County Fire Prevention and Protection: Code Enforcement

Number of Property Owners Complying with Mandatory Abatement Codes After Non-Responsiveness to Fire Personnel

	2021		2022		2023		2023		CDBG-MIT Grant	
	Approx. 8 months of funding		12 months of funding		12 months of funding		Approx. 4 months of funding		3 years of funding	
	Anticipated	Actual	Anticipated	Actual	Anticipated	Actual	Anticipated	Actual	Anticipated	Actual
Number of Homes in MID	6		10		10		4		30	
Number of LMI Homes Not In the MID	20		30		30		10		90	
TOTAL	26		40		40		14		120	

2018 CDBG-MIT

Butte County Fire Prevention and Protection: Code Enforcement

Timeline

Execute Standard Agreement with HCD	March 2021
Recruit and hire staff	April-May 2021
Purchase equipment and vehicles	April 2021
Train staff	May 2021
Active field work/Fire Season	May-Aug (annual)
Hearings and Abatement	August-November (annual)
Liens and Case Management	December-May (annual)
Completion Date/Close Out Process	March 2024

2018 CDBG-MIT
 Fire Prevention and Protection: Code Enforcement Project
Butte County Staff Experience

Staff Member	Title	Department	Years of CDBG or Federal Grant Management Experience	Project Content Experience
Paula Danulek	Director	Development Services	7 years	23 years
Chris Jellison	Code Enforcement Division Manager	Development Services	No federal or CDBG Grants	7 years Code Enforcement 22 years Law Enforcement/Military
<i>Will be hired</i>	Code Enforcement Officer	Development Services	<i>Preferred Experience</i>	Minimum 1 year
<i>Will be hired</i>	Code Enforcement Officer	Development Services	<i>Preferred Experience</i>	Minimum 1 year
<i>Will be hired</i>	Office Specialist	Development Services	<i>Preferred Experience</i>	Minimum 1 year
Jennifer Macarthy	Deputy Administrative Officer	Administration	25+ years	N/A
Jaclyn Thompson	Senior Management Analyst	Administration	8+ years	N/A
Donavon Rhinehart	Associate Administrative Analyst	Administration	6+ years	N/A

Butte County Code Enforcement Budget Narrative

The mission of the Code Enforcement Division is to ensure the health and safety of the county by addressing code and standards violations. The scope of violations include abandoned vehicle abatement, camping violations, illegal dumping, junk in public view, lighting, medical marijuana, nuisance abatement, unsafe structures, and zoning violations. There are currently six full-time and five extra-help Code Enforcement Officers that address the before mentioned violations.

The Fire Prevention and Protection: Code Enforcement Project is a new, essential program for Butte County. The new program will expand the geographic boundaries of prevention and protection requirements into more remote unincorporated areas to minimize future wildfires. The County Board of Supervisors adopted Fire Prevention and Protection requirement as Chapter 38 A to the Butte County code on February 9, 2020 with additional wildfire safety requirements for defensible space and hazardous vegetation reduction. The first phase of the program is led by Cal Fire-Butte County. They will perform inspections and provide one-on-one education to property owners to mitigate their property. These education and citation strategies are effective with the majority of property owners, but for those who cannot or will not remove hazards on their property, a second phase involving Code Enforcement Officers is essential. These officers also offer education and issue citations, before and during fire season. If the property owner is unable or unwilling to bring the property to code, Officers will hire contractors to abate the property, and coordinate warrants and litigation for payment. Case work is completed with the administrative support of an Office Specialist with legal work background. This phase of intervention is the last resort to rectify a direct fire hazard. Without an intervention, the property would remain a danger to the residents and their community.

The Project will focus on 20 remote, unincorporated, low-income communities in the county, including the Most Impacted and Distressed Area of the Wind Complex Fire. All areas are high or very high fire risk areas in Butte County. The 20 "Communities at Risk" identified by the California State Forester are the following:

1. Bangor
2. Berry Creek
3. Butte Meadows
4. Cherokee
5. Clipper Mills
6. Cohasset
7. Concow
8. Feather Falls
9. Forbestown
10. Forest Ranch

11. Honcut
12. Hurlleton
13. Kelly Ridge
14. Magalia
15. Palermo
16. Rackerby
17. Robinson Mill
18. Stirling City
19. Thermalito
20. Yankee Hill

The outcome for implementing this project is that 40 parcels per year, that otherwise would pose an imminent severe fire risk, will be abated to meet safety code standards.

In 2020, there were 4,149 defensible space inspections by Fire Personnel, and while the majority abated their property once receiving a notice of inspection and education, there were 966 follow-up non-compliant inspections.

In 2019, the Bangor area (the MID) was the focus of critical space inspections, at which time 144 inspections were completed. Another 159 properties were inaccessible due to locked gates. This data indicates that the MID, alone, has a need for access and measures to reduce risk, even after experiencing the Wind Complex Fire two years prior.

Without the Fire Prevention and Protection: Code Enforcement Project, there is a gap of protection between Fire Personnel inspections and potential fires. Code Enforcement Officers have the charge of continuing the inspection and education process with the added tools of citation, abatement crews, and the legal system. They serve only homes who have been unwilling or unable to make the necessary clearance of fuels from their property. Therefore, for every property that is brought into compliance as part of this project, it represents the mitigation of future fire risk.

Time Frame: 36 months

Two full-time Code Enforcement Officers will be hired and assigned to perform the following duties: respond to code violations, educate property owners on how to mitigate property and the legal need to do so, inspect properties, issue citations, solicit and hire contractors to remediate high-risk property if the property owner is unwilling or unable to, issue warrants for unpaid violations and property remediation, and represent County in litigation with property owners.

One full-time Office Specialist will support the Code Enforcement Officers in managing the administrative, fiscal, and legal tasks, as well as data collection and reporting.

Code Enforcement loaded rate: \$41.00
Office Specialist loaded rate: \$31.99

One vehicle will be rented/leased and fuel costs are included in the budget.

Budget Report

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

Report Date: 04/11/2022
Requested By: Community Development County of Butte
CommunityDevelopment@buttecounty.net

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
Staff Costs										
	Code Enforcment Staff and Support Staff	Two full time code enforcement office and administrative staff support. This includes salary, benefits and related expenses.	1	\$0.00	\$0.00	\$452,169.00	\$0.00		\$0.00	Direct Cost
Vehicle Costs										
	Vehicle Costs	Vehicle rental Costs and Fuel costs	1	\$0.00	\$0.00	\$47,831.00	\$0.00		\$0.00	Direct Cost
Activity Total			2	\$0.00	\$0.00	\$500,000.00	\$0.00		\$0.00	
General Administration										
General Administration Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Activity Delivery										
Activity Delivery Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Other										
Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Grant Total			2	\$0.00	\$0.00	\$500,000.00	\$0.00		\$0.00	

Budget Report, Created by Community Development County of Butte, CommunityDevelopment@buttecounty.net, 04/11/2022
 Source: eCivis™ Portal
<http://www.ecivis.com/>

communitydevelopment@buttecounty.net

Applicant Information :

Tell us about you.

Linked Applicant : communitydevelopment@buttecounty.net

First name : Community Development

Last name : County of Butte

Email : communitydevelopment@buttecounty.net

Company : County of Butte

Company Website : www.buttecount.net

City : Oroville

State : US-CA

Organization Information :

Tell us about your organization.

Organization Name : County of Butte

Employer Identification Number (EIN) : 6000506

DUNS : 076124395

Authorized Representative : Maximo A. Pickett

Business/Finance Representative : Brian Ring

Organization Address :

Address : 25 County Center Drive

Address 2 : Suite 200

City : Oroville

State : US-CA

County : Butte

Congressional District/Region : 1

Zip : 95965

Phone : 530-552-3300

Fax : 530-538-3831

Authorized Representative (if different from above)Business/Finance Contact (if required)

Program Year : PY2018

Are you applying on behalf of an additional Jurisdiction? : value2

2 Organization Information :

2 Tell us about your organization.

2 Organization Address :

2 Authorized Representative (if different from above)2 Business/Finance Contact (if required)

Created by : Christopher.Chen@hcd.ca.gov

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