

## **EXHIBIT F**

### **NOTICE TO PROCEED**

#### **Randall Road Debris Basin Project, County of Santa Barbara**

Pursuant to the Master Standard Agreement (“Agreement”) entered into on the 1st day of April 2022, by and between the California Department of Housing and Community Development (“Department”) and County of Santa Barbara (“Subrecipient”), this NOTICE TO PROCEED (“NTP”) is entered into on the date per the date signed by the Department below. This NTP sets forth specific details concerning the individual project proposed by Subrecipient for the FEMA HMGP MATCH Disaster Recovery Infrastructure project located at the project address listed below and related approved activities by Subrecipient, as required. This Project is subject to, and hereby incorporates by this reference, the terms of the Agreement and is subject to the overall program funding allocation amount for Subrecipient as determined by the Department and set forth in the Agreement. There may be other Projects either already existing under the Agreement, or that may be proposed in the future. The budget for this Project, when added together with the total cumulative budget of all existing Approved Projects for Subrecipient, may not exceed the total funding allocation for Subrecipient.

#### **1. Project Details**

Project Name: Randall Road Debris Basin

Project Location: 34.439147, -119.621141

Project Description: Debris removal and Basin repair

#### **2. Project Budget and Project Scope of Work**

A. The Project shall follow the budget and scope of work (hereinafter “Project Work”) as described in the Project application, which is on file through Grants Network, and which is incorporated herein by reference and the Project Application attached.

Total Project Cost: \$18,005,391.00

Total DR-Infrastructure Award: \$4,501,348.00

B. All written materials or alterations submitted as addenda to the original Project Application, and which are approved in writing by the Department Contract Coordinator, as appropriate, are hereby incorporated as part of the Project Application. The Department reserves the right to require the Subrecipient to modify any or all parts of the Project Application in order to comply with DR-Infrastructure, federal and/or state regulations or requirements.

C. Any proposed revision to the Project Work must be submitted in writing for review

and approval by the Department and may require an amendment to this NTP. Any approval shall not be presumed unless such approval is made by the Department in writing in its sole and absolute discretion.

- D. Subrecipient shall withhold as retention 5% of all DR-Infrastructure funded Contractor payments. No retention payments shall be released to the Contractor or reimbursed to the Subrecipient until receipt and approval by the Department of all required Approved Project completion documents identified in Exhibit B, Section 6 of the Agreement.

### **3. Performance Milestones, Project Schedule and Term of Agreement**

The effective date of the Agreement is April 1, 2022. Subrecipient shall meet all milestones identified in the Agreement, particularly those identified in Exhibit A and B and as provided below. Failure to meet performance milestones can result in the Department taking action to withhold future payments from any project and requiring a mitigation plan, as outlined in Exhibit A Section 6.B of the Agreement.

A. Performance Milestones: Subrecipient shall

- Submit Project Application by 1/31/2022.
- Complete Design and engineering within two years of the Agreement effective date, 4/1/2024.
- Initiate construction, reconstruction, acquisition, or rehabilitation on all Approved Projects awarded DR-Infrastructure and/or MIT-RIP funding within three years of the Agreement effective date, 04/01/2025.
- Fully obligate all DR-Infrastructure and/or MIT-RIP Project funds within four years of the Agreement effective date of April 1, 2026; however, if the expenditure deadline occurs prior to any other deadline, then the expenditure deadline shall control as the latest milestone, as no milestone shall exceed the expenditure deadline of 8/31/2025.

B. Project Schedule: Subrecipient has provided the following anticipated project schedule:

- See attached project schedule. The Department understands that the project schedule tasks and dates will be adjusted outward from the effective date of the NTP.

C. Term of Agreement:

The expenditure deadline is August 31, 2025. With the exception of the grant closeout procedures set forth in Exhibit B, Section 6, the Subrecipient shall completed all Approved Project activities on or before the expenditure deadline. A Final Financial Report is due prior to expenditure deadline. Project closeout activities are due 90-days after Completion of Approved Project, see Exhibit B Section 6 for details.

#### 4. 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 in part on whether it has submitted the reports on a timely basis.
- 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 Project Work; (2) a description of activities to be undertaken in the next reporting period; (3) a description of problems or delays encountered in Project Work and course of action taken to address them; (4) a description of actions taken to achieve Project Work expenditure deadlines; and (5) a summary of Project 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 10<sup>th</sup> 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) Monthly Program Income Report: Program Income, if identified as a funding source for any approved Project, must be included in the Project budget and must be substantially expended prior to drawing Grant Funds. During the term of this Agreement, if Program Income is generated, the Subrecipient must submit a Monthly Program Income Report certifying the amount of Program Income generated, retained, and expended. Program Income remaining at the end of each quarter and at the expiration of this Agreement in excess of \$35,000 must be remitted to the Department.
  - 3) Semi-Annual Labor Standards Report: During the term of construction for each Approved Project, each April 1<sup>st</sup> and October 1<sup>st</sup>, 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 website and are also available upon request.
  - 4) Project Completion Report: At the completion of construction and once a Project is placed in service, the Subrecipient must submit a Project Completion Report.

By signing below, Subrecipient acknowledges and agrees to all terms and conditions of this Notice to Proceed. All terms and conditions set forth herein are deemed fully

incorporated into and made a part of the Agreement.

Authorized Signatory: *Walter Rubalcava*

**County of Santa Barbara**

**10/21/22**

Date

[Subrecipient Name]

Walter Rubalcava Deputy Director - Public Works

Signatory Name and Title

Authorized Signatory:

*Patrice Clemons*

**11/17/2022**

Date

Department of Housing and Community Development

Patrice Clemons, Section Chief

Signatory Name and Title

Enclosure(s):

- A. Project Application
- B. Subrecipient Project Schedule