

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'S NAME

Women in Non Traditional Employment Roles, and Tradeswomen, Incorporated

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

2/28/2028

3. The maximum amount of this Agreement is:

\$ 1,994,542.00

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.

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Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

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

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

CONTRACTOR

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

See Attached

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
See Attached	See Attached	See Attached	See Attached
PRINTED NAME OF PERSON SIGNING	TITLE		
See Attached	See Attached		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
651 Bannon Street, Southwest Tower, Suite 400	Sacramento	CA	95811
PRINTED NAME OF PERSON SIGNING	TITLE		
Synthia Rhinehart	Contracts Services Section Branch		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
Synthia Rhinehart	7/25/2025		

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

CONTRACTOR

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Women in Non Traditional Employment Roles

By: _____
Carlos Torres,
Executive Director

Date: _____

Contractor Business Address:
2057 S. Atlantic Blvd.
Commerce, CA 90706

Tradeswomen, Incorporated

By: Juanita Douglas
Juanita Douglas,
Executive Director

Date: 07/01/2025

Contractor Business Address:
1400 Shattuck Ave. Suite 12 #348
Berkley, CA 94709

CONTRACTOR

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Women in Non Traditional Employment Roles

By: Carlos Torres
Carlos Torres,
Executive Director

Date: _____

Contractor Business Address:
2057 S. Atlantic Blvd.
Commerce, CA 90706

Tradeswomen, Incorporated

By: _____
Juanita Douglas,
Executive Director

Date: _____

Contractor Business Address:
1400 Shattuck Ave. Suite 12 #348
Berkley, CA 94709

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 – Disaster Recovery Workforce Development Program (hereinafter "DR-Workforce") funds appropriated under Public Laws 115-254 and 116-20 and allocated to the State of California by the U.S. Department of Housing and Urban Development (hereinafter "HUD"). Community Development Block Grant – Disaster Recovery (hereinafter "CDBG-DR") is used by the State of California to support recovery efforts in areas impacted by the Federal Emergency Management Agency's Major Disaster Declarations DR-4407 and DR-4382. DR-Workforce programs are funded by CDBG-DR to address the need for skilled trades and specialized training and increase economic opportunities for low- to moderate-income persons.

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 up to the maximum amount identified in the Standard Agreement STD 213 Form to **Women in Non Traditional Employment Roles** and **Tradeswomen, Incorporated** (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 6 (Method of Payment) herein. In no instance shall the Department be liable for any costs in excess of the approved as shown in the Budget section in Exhibit F, nor for any unauthorized or ineligible costs or expenses.

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

B. Implementation of Agreement

EXHIBIT A

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 applicable laws, regulations, policies and procedures that may be required as a condition of the Department providing the grant funds, including but not limited to, all applicable DR-Workforce Administration and Compliance requirements set forth by this Agreement, and in accordance with the NOFA Application (hereinafter "Application") documentation previously provided by the Subrecipient, attached to Exhibit F, 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 [State CDBG-DR Action Plan for 2018 Disasters](#) and [Program Policies and Procedures](#), and any amendments thereto, all applicable Federal Register notices (including future Federal Notices), and the requirements of the authorities cited above, as all of 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

- A. 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 to comply with CDBG-DR or state 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 will require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

EXHIBIT A

- B. For the purposes of performing the Work, the Department agrees to provide the amount(s) identified in Exhibit F, Budget Worksheet. Unless amended in writing, the Department shall not be liable for any costs more than the total approved DR-Workforce budget identified herein. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs.
- C. Approved Activities must meet a CDBG-DR National Objective. DR-Workforce programs, as defined in the DR-Workforce Policies and Procedures Manual shall meet the following CDBG-DR National Objectives:
 - 1. Benefit to Low/Moderate Income Persons
- D. Subrecipient shall meet all project milestones, project-specific special conditions, budgetary and otherwise, and other requirements, as set forth in this Standard Agreement.
- E. Subrecipient shall comply with all Project closeout procedures, timely and accurately, including responding to the Department's requests for additional information in support of Project closeout.
- F. Subrecipient shall submit requests for reimbursement (Financial Reports) to the Department no less frequently than quarterly and no more frequently than monthly with end-of-quarter reimbursement requests being due to the Department by the 10th calendar day of the month following the end of the preceding quarter. The Department may require monthly requests for reimbursement. For purposes of this provision, the first full month following the effective date of this Agreement shall constitute the first month of the first quarter. Subrecipient shall submit Financial Reports consistent with the other provisions outlined in this Agreement.
- G. Subrecipient shall collect data and submit reports to the Department in accordance with the reporting requirements detailed in Section 24 of Exhibit D herein.
- H. The Subrecipient shall monitor all Approved Activities in accordance with the requirements of the Subrecipient Monitoring Responsibilities outlined in the DR-Workforce Development Policies and Procedures Manual.

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 Form (the "Effective Date").

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Subrecipient agrees that prior to execution of this Agreement by the Department, no Work toward the implementation of the program activities, shall commence, nor shall any costs be paid with CDBG-DR funds incurred or obligated by any party.

Additionally, for public facility-related activities, proof of the recorded DR-Workforce Use Restriction, as required by federal regulation, must be submitted to, and accepted by the Department at close of acquisition and/or prior to the start of construction, when such activities are applicable to an approved training program. If an application is approved that includes both acquisition and construction, the deed restriction must be recorded at close of acquisition.

5. Term of Agreement and Performance Milestones

- A. Term of Agreement: With the exception of the activities and costs allowed during DR-Workforce grant closeout period as set forth in Exhibit B, Section 9, the Subrecipient shall complete the Work activities and incur all project Activity Costs (does not include Activity Delivery Costs which are due 45 after the expenditure deadline, see Exhibit B Section 6.B. for more details) on or before the Expenditure Deadline. Time is of the essence to ensure complete and compliant Approved Activities before grant closeout.

The Expenditure Deadline for Activity funding is **01/31/2026**, unless expressly extended by the Department in writing and in its sole and absolute discretion and subject to any federal or state limitations with respect thereto.

All grant funds including, Activity Delivery, must be expended by the Agreement expiration date.

This Agreement will expire as set forth in Section 2 of the STD 213.

- B. Performance Milestones: Subrecipient shall adhere to the performance milestones below. Time is of the essence with respect to all such milestones.
- 1) For non-Public Service eligible activities only (i.e., acquisition, rehabilitation, improvements to public facilities), Subrecipient must commence the Environmental Record Review ("ERR") process within one (1) month from the Effective Date of this Agreement with the Department.
 - 2) For non-Public Service eligible activities only (i.e., acquisition, rehabilitation, improvements to public facilities), Subrecipient must

EXHIBIT A

successfully complete acquisition or lease within two (2) months from ERR clearance.

- 3) For non-Public Service eligible activities only (i.e., acquisition, rehabilitation, improvements to public facilities), Subrecipient must begin to incur construction costs (soft cost are eligible), within two (2) months from ERR clearance or, if applicable, two (2) months from acquisition/lease completion.
- 4) Subrecipient must commence approved training classes and supportive services three (3) months from ERR clearance or construction/acquisition complete.
- 5) Subrecipient must meet the project-specific milestones outlined in the Subrecipient's schedule set forth in Exhibit F. In the event that any Performance Milestones contained in Subrecipient's schedule in Exhibit F conflicts with any Performance Milestones contained in this Exhibit A, then the milestones in Exhibit A shall prevail.
- 6) Subrecipient must expend fifty percent (50%) of the funds authorized in this Agreement at least six (6) months prior to the Expenditure Deadline. Proof of meeting this milestone must be provided in the Financial Report submitted no later than five (5) months from the Expenditure Deadline. For example, if an Expenditure Deadline is December 31st, then the fifty percent (50%) expenditure requirement must be reached six (6) months before that, which is end of June earlier that year and a Financial Report showing proof is due in the next month's July Financial Report.
- 7) Subrecipients with only a Public Service eligible activity (this does not apply to Subrecipients that have as part of their scope of work a non-Public Services eligible activity) must serve fifty percent (50%) of its Beneficiaries identified in Exhibit F no later than six (6) months prior to the Expenditure Deadline. Proof of meeting this milestone must be provided in the Monthly Activity Report submitted no later than five (5) months from the Expenditure Deadline. For example, if an Expenditure Deadline is December 31st, then the fifty percent (50%) beneficiary requirement must be reached 6 months before that date, which is end of June earlier that year, and a Monthly Activity Report showing proof is due in next month's July Monthly Activity Report.

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- 8) Subrecipient must serve one hundred percent (100%) of its Beneficiaries identified in Exhibit F prior to the Expenditure Deadline. The Department may allow up to a ten percent (10%) variance, if, in the sole discretion of the Department, it determines that the Subrecipient has demonstrated, for reasons beyond Subrecipient's reasonable control, they were not able to timely meet this requirement.
- 9) Expenditure of all DR-Workforce Activity Funds (excluding eligible Activity Delivery costs for close-out) by the Expenditure Deadline. If Subrecipient fails to fully expend DR-Workforce activity funds by the Expenditure Deadline, the Department reserves the right to disencumber the Subrecipient's Award amount in this Agreement by the amount then unspent.
- 10) For non-Public Service activities, recordation of the 5-Year no change of use restriction must be recorded by the date set forth in Exhibit F project schedule.
- 11) Failure to meet performance milestones:
 - a) If any performance milestones listed above are not met or not on target to be met, in addition to any other rights and remedies it has hereunder, the Department reserves the right to withhold further payments to Subrecipient (including, but not limited to, reimbursements for Activity Delivery costs) until such time as satisfactory progress is made toward meeting the performance measures.
 - b) The Department has full discretion to determine if the Subrecipient is on target to meet the Expenditure Deadline. Subrecipient shall diligently work with the Department's DR-Workforce staff to promptly submit to the Department:
 - I. a written mitigation plan specifying the reason(s) for the delay;
 - II. the actions to be taken to complete the task that is the subject of the missed measure deadline; and
 - III. the date by which the completion of said task will occur.
- 12) The Department, in its sole and absolute discretion, reserves the right to reallocate unspent grant funds from this contract if the Department

EXHIBIT A

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.

The Subrecipient and its contractors, as applicable, shall adhere to all performance milestones as established above.

- C. Any changes to the Work set forth in this Agreement must be approved in writing by the Department. Requests for revisions to the Work must be submitted in writing for review and approval by the Department in its discretion. Any approval shall not be presumed unless such approval is made by the Department in writing.

6. DR Workforce Development Program Contract Management

- A. Department Contract Manager: The Department Contract Manager for this Agreement is the DR-Workforce 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 – DR-Workforce Development Program
Attn: Contract Manager
P.O. Box 952054
Sacramento, CA 94252-2054 or,
electronic mail at: DRWorkforce@hcd.ca.gov

- 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) Risk Assessments and Due Diligence documents
 - 4) Other Reports, as required
 - 5) Submittal of any and all requested supporting documentation
 - 6) Standard Agreement Issuance and Amendments
- C. Subrecipient Contract Administrator: The Subrecipient Contract Administrator (must be a Subrecipient employee) is identified in Exhibit G, Subrecipient

EXHIBIT A

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.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Budget**

All approved budget amounts are specified by line item in Exhibit F, section 3, Budget Worksheet.

2. **Cost Classification**

Subrecipient must classify costs on the budget by distinguishing between Activity Costs, Indirect Costs and Activity Delivery Costs.

3. **Other Funding Sources**

All other sources of funding required to complete the Approved Activity must be identified, committed, and documented prior to, and as a condition of this Agreement. If at any time, those identified and secured sources change, the Subrecipient must notify the Department within ten (10) calendar days of the Subrecipient's knowledge that funding sources are changing. The terms and conditions of all financing shall be subject to the Department's continuing review and approval. The Department must re-review a Project application at any time there is a change in the amount of, or the material terms and conditions of, any third-party funding for the Work.

4. **Availability of Funds**

- A. The Department's provision of funding to Subrecipient pursuant to this Agreement is contingent on the availability of DR-Workforce funds subject to the requirements that Subrecipients spend eighty percent (80%) of program funds to benefit the MID and must meet the requirement of eighty five percent (85%) of grant-wide funds for LMI benefit, but should strive for one hundred percent (100%), and continued federal and state authorization for DR-Workforce activities. All funding hereunder is subject to amendment or termination due to lack of funds or authorization. Requirements for MID and LMI benefit can be found in greater detail in DR-Workforce published Policies and Procedures.
- B. The Department shall be relieved of any obligation for reimbursing 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-DR program or any portion thereof.

5. **Expenditure of Funds**

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A. Activity Costs

No 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 6(A)(2) 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. To the extent available, the Subrecipient must first disburse funds available to the Approved Activity from, among other sources, Subrecipient funding, third-party loans or grants, contract settlements, audit recoveries, and interest earned on such funds before requesting or receiving DR-Workforce funds.

C. Withholding Funds

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

D. Disencumbering of Surplus Funds

Notwithstanding the terms in Exhibit A Section 5.B.9, the Subrecipient agrees that funds determined by the Department to be surplus upon completion of the Approved Activity, or that have not been spent on eligible costs prior to the Expenditure Deadline, will be subject to disencumbrance by the Department.

E. Indirect Costs

The Department will 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 may utilize the de minimis rate of ten percent (10%) of modified total direct costs (MTDC) which may be used indefinitely or until the Subrecipient chooses to negotiate for a new

EXHIBIT B

rate based on an indirect cost proposal. prior to submission of Financial Reports for reimbursement of indirect cost expenditures. Procedures for establishing an indirect cost rate can be found at 2 CFR 200.414. All indirect costs that may be reimbursed with grant funds should be shown separately on Exhibit F, Budget Worksheet.

F. Compliance with the OMB Uniform Guidance Audit Requirements

Grant 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 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.

6. Method of Payment

Payments will be made directly to the Subrecipient as reimbursements for Eligible Activity Costs based on the documented and satisfactory completion of agreed upon performance milestones detailed in Subrecipient Scope of Work as indicated in Exhibit A, and confirmation of Subrecipient's compliance with the terms of this Agreement. No funds will be advanced to the Subrecipient by the Department.

Financial Reports must be submitted electronically through Grants Network. The Department will not authorize payments or reimbursements unless it has determined that 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. Except for the Final Financial Report (see Section 6.B. of this Exhibit), Financial Reports shall be submitted by the Subrecipient to the Department no less frequently than quarterly and no more frequently than monthly by the 10th of each month.

A. Reimbursements for Costs Incurred

- 1) The Subrecipient may use grant funds for reimbursement by the Department for Eligible Activity Cost as defined herein and used for Approved Activities. Eligible Activity Costs include costs associated with program implementation, delivery, and completion.

EXHIBIT B

- 2) Activity Delivery Costs expenditures shall be paid only after such costs are expended for approved Work satisfactorily completed, provided the Department determines that the Program Performance Milestones in this Agreement are on track.
- 3) To receive reimbursement for Approved Activities, the Subrecipient must timely submit all required Department forms and necessary supporting documentation 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 no later than forty-five (45) days after the Expenditure Deadline of this Agreement.
- 2) If the Final Financial Report for funds expended during the term of this Agreement has not been received by the Department by the deadline cited in Section 6.B.1 of this Exhibit, the Department may disencumber any funds remaining in which case grant funds will no longer be available to the Subrecipient.

7. Recapture of Funds

A Subrecipient may be required to repay all, or a portion of the funds received from the Department, including Activity Delivery Costs, 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 herewith.
- 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.

EXHIBIT B

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.

8. Program 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.

9. Approved Activity Closeout Procedures

- A. Once the Approved Activity is completed, the Subrecipient must submit the following to the Department within ninety (90) days after the Expenditure Deadline.

- 1) Per Section 6.B of this Exhibit, the Final Activity Report (Project Completion Report) shall be submitted no later than forty-five (45) days following the Expenditure Deadline. The Final Activity Report must include all required reporting data for the Activity including but not limited to

EXHIBIT B

eligible 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(18)(A) herein;
- 4) Signed Closeout Memo asserting all conditions have been met;
- 5) Evidence, satisfactory to the Department, of compliance with any other Special Conditions of this Agreement; and
- 6) A resolution from the governing body of the Subrecipient acknowledging the accomplishments of the Approved Activity and confirming that the Approved Activity is complete and that all Financial Reports have been submitted.

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

10. 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 applicable grant agreement between HUD and the State of California has been closed.

EXHIBIT D

CDBG-DR WORKFORCE DEVELOPMENT PROGRAM 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 Program 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 Costs (ADCs) - means related allowable, reasonable, and necessary costs incurred for implementing and carrying out the eligible DR- Workforce Program. See the DR-Workforce Policies and Procedures Manual about how ADCs are uniquely defined in public service Activities, like workforce training programs.

Activity Reports – Monthly reports submitted by the Subrecipient that describe Program and Activity progress and/or beneficiaries served during a given reporting period. Activity Reports must be submitted by the 10th of each month.

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

Area Median Income (AMI) - means the median household 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-and-funding/income-limits/state-and-federal-income-rent-and-loan-value-limits>.

CDBG-DR – means the Community Development Block Grant – Disaster Recovery funds which is the funding source for the Approved Activity(ies) the Department has agreed to fund via this Agreement.

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

EXHIBIT D

parties, and monitor program compliance.

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

Eligible Activity Costs– Those necessary and reasonable costs under 2 CFR 200.400 through 475, and applicable notices and waivers, and as identified in Section 4.9 of the DR-Workforce Policies and Procedures Manual, and as approved by the Department. Eligible Activity Costs 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 by the Department for a Subrecipient to use to request grant funds.

Grant Funds – The CDBG-DR funds allocated to the Subrecipient for the implementation of the DR-Workforce Program. Grant Funds can be used under this Agreement to reimburse for Program costs, Activity Delivery Costs, and Indirect Costs.

Household - all persons occupying a housing unit. The occupants may be a family, as defined in 24 CFR 5.403; two or more families living together; or any other group of related or unrelated persons who share living arrangements, regardless of actual or perceived, sexual orientation, gender identity, or marital status. (24 CFR 570.3). Note: An individual may be considered a smaller household if the living situation is temporary or transitional. Aging out of foster care, temporarily homeless and formerly incarcerated are examples of individuals that may be temporarily part of a larger household than what will be considered in a “household income calculation”.

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.

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 Income) set by the federal government for HUD-assisted programs. This income standard changes from year to year and varies by Household size, county, and the metropolitan statistical area.

EXHIBIT D

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

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.

Subrecipient – a public or private nonprofit agency, authority, or organization receiving a direct award of grant funds from the Department for the purpose to undertake Approved Programs that meet a National Objective.

Work – the scope of work required of the Subrecipient as set forth in Section 3 of Exhibit A, and Exhibit F of this Agreement.

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, all CDBG-DR funded activities must meet a National Objective. Under Section 101(c) of the authorizing Act (42 U.S.C. 5301), all CDBG-DR Activities must satisfy that one of the named National Objectives. The qualifying National Objective in the DR-Workforce Program is:

- Benefit to low-and moderate-income persons (LMI)

Subrecipient must document how CDBG-DR expenditures benefit LMI persons in accordance with the DR-Workforce Policies and Procedures Manual, as may be amended and by using the current HUD income limits at the time of beneficiary applications, in a user-friendly format. Subrecipients are expected to maintain clear and accurate records of activity participants to show how the National Objective is met.

Upon completion of the Approved Activity funded under this Agreement and prior to the expiration date of this Agreement, whichever comes first, the Subrecipient must document that the Approved Activity met the LMI 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 Activity, the Approved Activity may be deemed ineligible, and repayment of funds may be required of the Subrecipient.

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Subrecipient must use the Limited Clientele (LMC) methodology to meet the LMI National Objective. This is done by collecting household income information from each beneficiary served by Subrecipient's DR-Workforce funded program to determine and verify whether the person's household is classified as low- to moderate-income person. HUD releases the requirements for low- to moderate- income categories on an annual basis on the HUD Exchange website at:

(<https://www.hudexchange.info/resource/5334/cdbg-income-limits/>).

Subrecipient must serve a minimum amount of low- to moderate- income persons as a result of their program, and Subrecipient's specific target percentage of low- to moderate- income persons served is contained in the Policies and Procedures.

3. Duplication of Benefits

A Duplication of Benefits (DOB) occurs when a person, household, business, or other entity receives disaster 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 CDBG-DR Workforce 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.

The Subrecipient must report all funds obtained for the same Approved Activity from any source from the date of the disaster until the Program is completed.

The Subrecipient agrees to repay to the Department immediately upon demand any assistance later received for the same purpose as the CDBG-DR Workforce 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.

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- 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-DR 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-DR Workforce funds reimbursed and/or paid to the Subrecipient where other financial assistance was received for the same purpose or in excess of the recovery 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 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.

- B. 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-DR funds may not be provided to excluded or disqualified persons pursuant to 24 CFR 570.489(l) and 2 CFR 200.339.
- C. 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 the Department 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

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partial terminations and will follow termination notification requirements identified in 2 CFR 200.341.

- D. 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.
- E. 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 Activity Schedule, Activity Performance Milestones, Reporting Requirements, and/or Special Conditions issued for an Activity to use CDBG-DR funds.

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

- 5. Appeals Process for Noncompliance: If Subrecipient disagrees with a finding and/or corrective action and/or sanction of noncompliance and/or any accompanying remedy and/or termination that are associated with such issue, the Subrecipient may appeal the disputed issue to the Department no later than thirty (30) calendar days from the date of the Department's issuance of the disputed decision. All appeals must be carried out in accordance with the Department's Monitoring Plan, Exhibit 16, "Appeal Process". The Monitoring Plan is posted on HCD's website here: [Disaster Grant Administration & Reporting | California Department of Housing and Community Development](#)
- 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 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

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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 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 Contractors have not been suspended or debarred from participating or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs.

9. Compliance with State and Federal Laws and Regulations

- A. The Subrecipient, its agencies or instrumentalities and contractors shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies

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and procedures established by the Department for the administration of -DR-Workforce, 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 the Department's sole discretion, the Department finds that Subrecipient has a history of failure to comply with the general or specific terms and conditions applicable to the DR-Workforce 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 Activity until receipt of evidence of acceptable performance within a given period of performance, requiring additional detailed financial reports, requiring additional Activity monitoring, requiring the Subrecipient to obtain technical or management assistance, establishing additional prior approvals, or any other condition the Department deems reasonable and necessary to safeguard Federal funds.

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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 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.

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- 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 employment.
- M. The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans

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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. Economic Opportunities for Low- and Very Low-Income Persons (Section 3)

- A. 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:

- Employment and Training: Implementing procedures designed to notify Section 3 workers 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.
- Contracting: 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 Activity covered by Section 3, shall, to the greatest extent feasible, be directed to low- and

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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 applicants 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

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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.

The contractor agrees to submit, and shall require its subcontractors to submit to them, regular 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.

The contractor agrees to facilitate 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.

The contractor agrees to document 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 Activity.
- 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.

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- 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).
- 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.

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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 Activity is expressly conditioned on the Department's determination to proceed with, modify or cancel the Activity based on the results of the environmental review.

15. Procurement

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 laws. See the Procurement and Contracts section of HCD's website at [Disaster Grant Administration & Reporting | California Department of Housing and Community Development](#)

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 based on the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

Pursuant to 30 CFR 247.2, 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

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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 shall ensure that all Approved Activities comply with the following requirements, as applicable:

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)

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)

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All Approved Activities 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 shall always comply, and cause all Activity 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 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]

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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

- 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 Activities.

- 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

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Approved 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 Activities.
- 4) Compliance with the applicable Equal Opportunity Requirements described in Section 10 of this Exhibit.

C. Contractors shall:

- 1) Perform the Approved 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 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

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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 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.

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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 online Grants Network portal 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.

- 1) Monthly Activity Report: Subrecipient must submit a Monthly Activity Report which shall contain the following: (1) a description of the current status of the Work; (2) a description of activities to be undertaken in the next reporting period, if the Department requests this; (3) a description of problems or delays encountered in Work and course of action taken to address them, if applicable; (4) performance metrics as requested by the Department and dependent on the type of Activity and (5) a summary of the Work's fiscal status, including award amount, funds drawn, and remaining balance. (6) A summary of all Section 3 training opportunities or jobs provided, as applicable for covered projects.

Unless otherwise waived in writing by the Department, Monthly Activity Reports must begin on the 10th calendar day of the month following one full month of time of performance following execution of this Agreement and must continue through the receipt and approval by the Department of the Activity Completion Report, detailed below.

- 2) Semi-Annual Labor Standards Report: During the term of construction for each Approved Activity, each April 1st and October 1st, the Subrecipient must submit the Labor Standards Cover Memo, the HUD Form 4710 and

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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 the CDBG-DR funded portion of a Program, the Subrecipient must submit an Activity Completion Report as set forth in Exhibit B. The performance metrics are identified in Exhibit F.
- 4) For Financial Reports, see Exhibit B.

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-DR 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 all amounts it has received under this Agreement and which HUD is seeking 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

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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 Activities to ensure compliance with federal and state requirements and timely Approved Activity 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 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

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conclusive.

- E. For the purposes of annual audits, Subrecipient shall comply with 2 CFR Part 200 Subpart F. 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 DR-Workforce 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.

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 DR-Workforce Program.

29. Insurance and Bonding

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- A. The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E and pursuant to 2 CFR 200 sections on bonding and insurance requirements. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability and workers compensation insurance, from all contractors and subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded through this award, the Department must be listed as an additional insured on the declarations page of the policy.
- B. Additional Coverages. In the event that Grantee, and/or any of its Subrecipients or Contractors,, will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement and shall be imposed on any Subrecipient and/or Contractor pursuant to the Subrecipient Agreement or Contract. For purposes of the provision, the term "Hazardous Activity" includes the following: (a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline, (b) the removal, storage, or transportation of lead-based paint, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities and shall provide adequate written proof thereof to the Department. No Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department.

30. Indemnification

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Subrecipient, at its sole cost and expense, shall indemnify, defend, and hold the Department and its employees, representatives, attorneys, agents, and their respective successors, heirs, and assigns harmless from and against any and all claims, demands, actions, costs, losses, damages, and liabilities, whether direct or indirect, and regardless of their nature or source, which in any way relate to or arise from the actions or inactions of Subrecipient and/or its contractors, subcontractors, employees, owners, agents, and representatives in connection with this Agreement and any agreement or instruments executed in connection herewith. The obligations of Subrecipient under this Section shall survive indefinitely the closeout of Approved Program and the expiration or earlier termination of this Agreement.

31. 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 Activity(ies) 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.

32. Conflict of Interest

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

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exercise or have exercised any functions or responsibilities with respect to DR-Workforce 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 DR-Workforce assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a DR-Workforce 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.

33. 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 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 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)].

34. 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).

35. 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

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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.

36. Fraud, Waste, and Abuse

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- A. False, Fictitious or Fraudulent Claims - Warning: Any person who knowingly makes a false claim or statement to HUD or the Department may be subject to civil or criminal penalties under 18 U.S.C. §287, 1001 and 31 U.S.C. §3729.
- B. Detecting, Preventing, and Reporting Fraud - Fraud is a white-collar crime that has a devastating effect on the CDBG-DR program because the CDBG-DR program beneficiaries are victims of this crime when the CDBG-DR program is abused. The Department wants to stop any criminal assault on the CDBG-DR program it administers, and in doing so ensure all CDBG-DR funds go to people it was designed to help and improve their living conditions.
- C. Combatting Fraud - The HUD Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations. HUD cannot combat fraud alone; they rely on Department and DR Workforce Development NOFA Applicants to combat CDB-DR program fraud. HUD also relies on Applicants for and people receiving HUD benefits, such as: tenants receiving rental assistance, borrowers with HUD insured loans, or citizens having their communities restored using HUD grants. The HUD OIG Hotline number is **1-800-347-3735**. This is the primary means to submit allegations of fraud, waste, abuse, mismanagement, or Whistleblower related matters for the CDBG-DR program to the OIG.

HUD OIG accepts reports of fraud, waste, abuse, or mismanagement in the CDBG-DR program from HUD employees, anyone administering the CDGB-DR program, anyone working in the CDBG-DR program, contractors, and the public.

You can report mismanagement or violations of law, rules, or regulations by HUD employees or program participants. Fraud, Waste and Abuse in the CDBG-DR program and its operation may be reported in one of the following four (4) ways:

- 1). By email to: hotline@hudoig.gov
- 2). By phone: Call toll free: 1-800-347-3735
- 3). By fax: 202-708-4829
- 4). By mail: - Department of Housing & Urban Development

Office of Inspector General Hotline Manager
400 Virginia Avenue, SW, Suite 120
Washington, DC 20024

37. Whistleblower Protections

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A. Federal Whistleblower Protection Act (5 U.S.C Section 2302(b)(8))

The Federal Whistleblower Protection Act (WPA) protects employees from retaliation for making protected disclosures. The WPA also provides penalties for supervisors who retaliate against Whistleblowers.

- 1) A disclosure is protected under the WPA if the employee discloses information the employee reasonably believes to be evidence of:
 - a. a violation of any law, rule, or regulation,
 - b. gross mismanagement,
 - c. a gross waste of funds,
 - d. an abuse of authority, or
 - e. a substantial and specific danger to public health or safety.
- 2) In general, an employee or applicant may make a protected disclosure to anyone, including non-governmental audiences, unless the information is classified or specifically prohibited by law from release. Options for making a protected disclosure include:
 - a. Informing a supervisor or someone higher up in management,
 - b. Submitting a complaint to the OIG by emailing the OIG at oig@ftc.gov,
 - c. Filing a complaint with the Office of Special Counsel (OSC) <http://www.osc.gov/>

B. The California Whistleblower Protection Act (Title 2, Division 1, Chapter 6.5, Article 3.5, Gov. Code §§ 8548-8548.5)

- 1). The California Whistleblower Protection Act authorizes the California State Auditor to receive complaints from state employees and members of the public who wish to report an improper governmental activity. An "improper governmental activity" is any action by a state agency or any action by a state employee directly related to state government that:
 - a. Violates any state or federal law or regulation,
 - b. Violates an Executive Order of the Governor, a California Rule of Court, or any policy or procedure required by the State Administrative Manual or State Contracting Manual, or
 - c. Is economically wasteful or involves gross misconduct, incompetency, or inefficiency. Complaints received by the State Auditor are confidential, and the identity of the complainant may not be revealed without the complainant's permission, aside from to an appropriate law enforcement agency conducting a criminal investigation.

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2). There are many ways to file a complaint:

a. By Telephone

You may call the Whistleblower Hotline at (800) 952-5665 to file a complaint by talking to one of the State Auditor's employees. The hotline generally is staffed Monday through Friday from 8:00 a.m. to 5:00 p.m. If you call when the hotline is not being staffed, or staff is occupied with other calls, you may leave a voicemail message requesting a return call.

b. By Mail or Facsimile

You may file a complaint in the form of a letter to the State Auditor addressed as follows:

Investigations
California State Auditor
P.O. Box 1019
Sacramento, CA 95812

Or you may fax the letter to the State Auditor at (916) 322-2603.

As an alternative, you may complete the electronic version of the complaint form (which is available on the State Auditor website at auditor.ca.gov), print it out, and return it by mail or facsimile as stated above.

c. Online

Although the State Auditor does not accept complaints by e-mail, you may file a complaint online at <https://www.auditor.ca.gov/contactus/complaint>

The State Auditor will not undertake an investigation unless there is a basis for believing that your complaint has sufficient merit to warrant spending resources on an investigation. Your complaint should therefore include:

- i. A clear and concise statement of what you are alleging to be improper activity and why you believe it is improper.
- ii. The name or other information that clearly identifies the person you are alleging has acted improperly and the department where that person works.
- iii. The names and contact information for any witnesses who can confirm the truth of what you are saying.

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- iv. Copies of any documents that will support what you are saying. (You should not submit original documents, as they cannot be returned.)

38. Authority to Post Remediated Versions of Agreement

Subrecipient hereby understands and acknowledges that the Department is obligated under federal law to post on the Department's website copies of all CDBG-DR executed contracts. As posted, such contracts must be compliant with federal and state law accessibility laws, including the California Government Code Section 11546.7 (2017 Assembly Bill 434) and the federal Americans with Disability Act, Section 508. The state law is most stringent of the two, so all posted documents must meet Web Content Accessibility Guidelines 2.0 (WCAG 2.0) accessibility level.

To comply, the Department must utilize document remediation tools that provide the compliant formatting. All remediation will only change formatting, color schemes, and update any tables so that screen readers can properly read out the content of the table. Thus, during remediation, the appearance of this Agreement may change, but under no circumstances shall any terms or tenets of the Agreement be changed in anyway. Additionally, the Department shall offer website visitors the option to receive a scanned, un-remediated copy of this Agreement via email, which option Subrecipient also consents to. The foregoing Subrecipient authorizations apply to both this original Standard Agreement as well as any and all subsequent amendments thereto.

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SPECIAL TERMS AND CONDITIONS

1. Due Diligence Review

Subrecipient has provided, or will provide, the Department with information about the Subrecipient's experience, processes, policies, and procedures related to the management of federal funding by the Subrecipient. 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.

Subrecipient agrees to timely provide documents and information to the Department in order for the Department to facilitate its Subrecipient due diligence as required by Federal Register Notice 85 FR 4681. Subrecipient further agrees to comply with the requirements, requests, and results of the Department's due diligence and maintain the capacity to carry out disaster recovery activities in a timely and compliant manner at all times during the term hereof.

2. Risk Assessment

During the term of this Agreement, Subrecipient agrees to timely provide documents and information to facilitate the Department's Subrecipient 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 Exhibit A, Section 5, and the due diligence and risk assessment referenced above, Subrecipient agrees to adhere to the following Special Conditions:

A. Subrecipient will provide the Department with a copy of the training participant application forms and written policies and procedures related to application intake.

- 1) The Department will review the forms and procedures to review whether the Subrecipient is collecting adequate information from training participants to verify income but also to provide feedback to the program operator as to

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whether program operator is creating barriers to participation through cumbersome administrative requirements from the target audience of the workforce development programs. The Subrecipient is responsible for resolving areas of improvement that the Department provides to the Subrecipient.

- 2) The forms and written policies must be submitted to the Department for its review no later than thirty (30) days before the DR-Workforce funded training classes and supportive services are scheduled to begin and pursuant to Exhibit A Section 5.B.
 - 3) Subrecipient must submit a response and resolution to all Department-recommended improvements within forty-five (45) days of the Department providing recommendations to Subrecipient. At Subrecipient's discretion, it may continue with classes during resolution of improvements; however, after the 45-day period has passed and the Department has determined, in its sole discretion, that Subrecipient has failed to adequately address the Department's recommendations, the Department may request that classes pause until the recommendations are implemented to the satisfaction of the Department. If the Department makes the request, and the Subrecipient chooses to continue classes, HCD may not reimburse costs for classes delivered after the request to pause has been made.
- B. Subrecipient will provide the Department with a copy of the workforce training program written policies and procedures related to the Tradeswomen Empowerment Leadership Institute (TELi)
- 1) The Department will review the Subrecipient's workforce training program policies and procedures related to trainee recruitment and participation but also to provide feedback to the program operator as to whether program operator is creating barriers to participation through cumbersome administrative requirements from the target audience of the workforce development programs. The Subrecipient is responsible for resolving areas of improvement that the Department provides to the Subrecipient.
 - 2) The written policies must be submitted to the Department for its review no later than thirty (30) days before the DR-Workforce funded training classes and supportive services are scheduled to begin and pursuant to Exhibit A Section 5.B.
 - 3) Subrecipient must submit a response and resolution to all Department-recommended improvements within forty-five (45) days of the Department providing recommendations to Subrecipient. At Subrecipient's discretion,

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it may continue with classes during resolution of improvements; however, after the 45-day period has passed and the Department has determined, in its sole discretion, that Subrecipient has failed to adequately address the Department's recommendations, the Department may request that classes pause until the recommendations are implemented to the satisfaction of the Department. If the Department makes the request, and the Subrecipient chooses to continue classes, HCD may not reimburse costs for classes delivered after the request to pause has been made.

- C. Subrecipient will provide the Department with a copy of the Subrecipient's written policies and procedures related to:
 - 1) Subrecipient will develop and implement policies and procedure that demonstrate conformity with Asset Management requirements outlined in 2 CFR 200.311, 200.313 and 200.314 and applicable Federal Register Notices, in conjunction with technical assistance from the Department. The Subrecipient will submit the Asset Management policies and procedures to the Department for a review of sufficiency. The Asset Management policies and procedures must be determined to be sufficient by the Department in order to clear the grant condition. The condition must be cleared in advance of any work performed by the Subrecipient and prior to reimbursement/drawdown of any DR-WD funds.
- D. Subrecipient agrees that the references to "WINTER" in Form STD 213 and Exhibits, A, B, D, E, F authorizing the borrowing of up to \$2,000,000 in CDBG-DR activities funds are actually references to the Subrecipient as Women In Non Traditional Employment Roles.
- E. Subrecipient agrees that the references to "Tradeswomen, Inc." in Form STD 213 and Exhibits, A, B, D, E, F authorizing the borrowing of up to \$2,000,000 in CDBG-DR activities funds are actually references to the Subrecipient as Tradeswomen, Incorporated.
- F. Tradeswomen, Incorporated and Women In Non Traditional Employment Roles (WINTER) hereby acknowledge and agree that they each shall be jointly and severally liable for their collective obligations under this Agreement.
- G. Co-Applicants each hereby covenant to the Department that at all times during the term of this Agreement they shall (i) be and remain in good standing with all local, state and federal governmental agencies, including without limitation, the Department, the California Secretary of State, the California Franchise Tax Board, the California Attorney General's Office, and the Internal Revenue Service, (ii) remain qualified to do business in and with each jurisdiction in which they are licensed to do business, and (iii) timely file with all such entities, as and

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when due, any and all required submissions and information required of them by such entities, and pay in full all associated fees, costs, and taxes which may be due and owing to such entities. A failure by any Co-Applicant to timely observe the foregoing covenants shall constitute a material default by both Co-Applicants hereunder and shall allow the Department to exercise any and all rights and remedies it has under this Agreement, up to and including termination of this Agreement.

DETAILED SCOPE OF WORK, BUDGET, AND APPLICATION

Name of Program: Tradeswomen Empowerment Leadership Institute (TELi)

Grants Network Unique Identifier: Grant # 18-DRWD-23005

1. Program Overview

THE CDBG-DR ELIGIBLE ACTIVITY(IES):

a) Public Service

THE NATIONAL OBJECTIVE(S) TO BE ACHIEVED FOR EACH ACTIVITY AS A RESULT OF THIS PROGRAM:

a) Low to Moderate Income individuals (LMI)

THE METHOD OF MEASURING NATIONAL OBJECTIVE FOR EACH ACTIVITY:

a) Limited Clientele (LMC)

THE NUMBER OF INDIVIDUALS BENEFITTING FOR EACH ACTIVITY AS A RESULT OF THIS PROGRAM:

a) Public Service

I. Total beneficiaries: 120

II. Total low/mod beneficiaries: 120

2. Activity Scope of Work

a) Women in Non Traditional Employment Roles (WINTER) and Tradeswomen, Incorporated (TWI) are deeply committed to enhancing access to training and employment opportunities for underserved populations in the construction trades, particularly focusing on women and other marginalized populations.

The Tradeswomen Empowerment Leadership Institute (TELi) program will empower individuals seeking careers in construction and related trades. Participants will gain the skills and knowledge to successfully transition directly into a pre-apprenticeship, apprenticeship, Joint Apprenticeship Training Council (J.A.T.C.), or employment program. Program participants will have access to training and learning opportunities via in-person classroom instruction, hands-on exercises and projects, and individual learning through online and virtual activities. Instruction will be delivered by union journey-level instructors with ample experience training the next generation of workers for the building and construction industry. The program will be delivered on several weekdays in the early evenings and on Saturdays to accommodate the lives of participants.

In addition to the construction-readiness curriculum, the TELi program will also provide access to online and in-person training and certificate courses for individuals who are seeking an apprenticeship in the construction trades to give them a competitive edge in this high-demand industry, as well as for individuals currently working in the construction trades in order to increase their proficiency and enable them to secure promotions and earn higher wages. The courses are available online or in-person.

TELi program will conduct targeted outreach to recruit and enroll low-income individuals and those who have been impacted by the 2018 wildfires in L.A. The TELi program is a hybrid model, with some components taking place virtually, either through Zoom or asynchronously through recorded videos. Other components will take place in-person at the program facility located at 2057 S Atlantic Blvd. in Commerce, CA 90040. This facility is owned by WINTER (Women in Non-Traditional Employment Roles), who will operate the TELi program for the entire length of the grant funding period.

- Within 3 months of receiving funding: Final pre-program preparations; program design and curriculum development; hire staff; purchase equipment; recruitment and participant selection; orientations.
- Within 1 year of receiving funding: Program implementation and delivery; serve up to 120 participants (20 per cohort, 4 cohorts per year, up to 1.5 years); periodic and ongoing evaluation and improvements; participant feedback solicitation and incorporation; timely reporting and invoicing.
- Post-Program Support will include ongoing mentorship and support; evaluation of program effectiveness with participant feedback for program improvement; Adjustments made to curriculum and activities based on feedback and outcomes.

The TELi Program will provide training in the following courses:

- Construction-Readiness Curriculum

- Certificate Courses: OSHA, Concrete, LEED v.5, and LMS general contractor training

3. Budget Worksheet (attached)

The Project budget is included as the following Attachments a - c:

Attachment a – Total Activity Budget Worksheet is the overall, detailed project budget submitted with the application. This budget provides a breakdown of the Grants Network Budget Worksheet. Only changes to the Total Activity Budget Worksheet that impact the Grants Network Budget Worksheet will result in either a budget revision or amendment.

Attachment b – CDBG-DR Budget Worksheet is the high level, official budget for the Project. Any adjustments of this budget will result in either a budget revision or amendment.

Attachment c – CDBG-DR Budget Narrative is included to explain any information that affects how CDBG-DR funds will be used in the activity. It includes itemized accounts of how and when the funds will be used, an explanation of how projected expenditures were calculated, and any unmet budget gaps and information about the viability of the activities included if the project is only partially funded. Changes to this Narrative will not result in a budget revision or amendment.

When applicable, documentation that supports the indirect cost rate and ADCs is included as Attachment e.

4. Performance Measures

- Projected number of LMI beneficiaries (training participants) to participate in the Workforce Training Program: 120
- Projected goal percentage of LMI beneficiaries to participate in the Workforce Training Program: 100%
- Projected number of properties to be acquired: zero (0)
- Projected number of Public Facilities rehabilitated and/or improved: zero (0)
- And additional Performance Measures as may be requested.

5. Program Schedule

The Project Schedule for the Project is included below.

- Milestone #1: Date projected to Start DR-Workforce activities (incurring costs): **Within 30 days of execution of the Standard Agreement (SA) effective date.**
- Milestone #2: Date projected to begin the Environmental Review: **Within 30 days of execution of the Standard Agreement (SA) effective date.**
- Milestone #3: Date projected to have Acquisition Site Control: **N/A**
- Milestone #4: Date projected to start construction: **N/A**
- Milestone #5: Date projected to complete construction: **N/A**
- Milestone #6: Date projected to Start the Training Program: **Within 3 months from execution of Standard Agreement.**
- Milestone #7: Date projected to expend Fifty percent (50%) of the CDBG-DR awarded funds: **January 31, 2026.**
- Milestone #8: Date projected to Expend all CDBG-DR awarded funds: **June 31, 2027.**
- Milestone #9: Date projected to Close-out: **September 31, 2027.**
- For non-Public Service activities, recordation of the 5-Year no change of use restriction must be recorded by: **N/A**

6. Final Application (attached)

In addition to the above detail, the Application is attached for further details. In the event of a direct conflict between Exhibit F language above and the Application, this Exhibit F supersedes the Application to the extent of the conflict.

Attachments:

- a) Total Activity Budget Worksheet
- b) CDBG-DR Budget Worksheet
- c) CDBG-DR Budget Narrative
- d) Final Application

EXHIBIT F

Attachment A: Total Activity Budget Worksheet

Los Angeles County					
Total Activity Budget and DOB		Funding Sources		Budget Gap/ Duplication of Benefi	
Uses (line item budget)	Unit Cost	# of Units	CDBG-DR		
[Activity Costs Category: PUBLIC SERVICES]					
TELI Program Staff (Program Manager, Contracts Manager, Outreach Coordinator, Instructors, Interns) Online Courses Certificate Fees (per participant) Partner 1: Rooted (flat fee) Partner 2: Equal Rights Advocates (ERA) (flat fee) Partner 3: Unity Christian Fellowship (flat fee) Partner 4: Resume Next Day (flat fee) Outreach, Marketing, and Instructional Materials Professional Development/Staff Training (flat fee) General PNP development and updates/review Equipment and furniture (per station) Graduation Ceremony/Event (per event) Program Curriculum Development Consultant (ART Group) (flat fee) Clinical Development Consultant (flat fee) Participant Supportive Services Total	\$ 546,020.00	\$ 546,020.00	1.0	\$ 546,020.00	\$ -
	\$ 56,000.00	\$ 350.00	160.0	\$ 56,000.00	\$ -
	\$ 100,000.00	\$ 100,000.00	1.0	\$ 100,000.00	\$ -
	\$ 68,000.00	\$ 68,000.00	1.0	\$ 68,000.00	\$ -
	\$ 71,000.00	\$ 71,000.00	1.0	\$ 71,000.00	\$ -
	\$ 10,000.00	\$ 10,000.00	1.0	\$ 10,000.00	\$ -
	\$ 90,000.00	\$ 90,000.00	1.0	\$ 90,000.00	\$ -
	\$ 15,000.00	\$ 15,000.00	1.0	\$ 15,000.00	\$ -
	\$ 24,000.00	\$ 24,000.00	1.0	\$ 24,000.00	\$ -
	\$ 25,000.00	\$ 25,000.00	1.0	\$ 25,000.00	\$ -
	\$ 15,000.00	\$ 3,750.00	4.0	\$ 15,000.00	\$ -
	\$ 44,000.00	\$ 44,000.00	1.0	\$ 44,000.00	\$ -
	\$ 10,000.00	\$ 10,000.00	1.0	\$ 10,000.00	\$ -
	\$ 392,000.00	\$ 392,000.00	1.0	\$ 392,000.00	\$ -
	\$ 1,466,020.00			\$ 1,466,020.00	\$ -
	[Activity Delivery Costs]				
	TWI staff time for TELI program (Finance Director, Marketing Director, Development Manager, CEO, Executive Assistant) Travel/mileage, internal (per week) IT (website, database, software) Policy Analyst Total	\$ 206,700.00	\$ 206,700.00	1.0	\$ 206,700.00
\$ 36,000.00		\$ 1,500.00	24.0	\$ 36,000.00	\$ -
\$ 72,500.00		\$ 72,500.00	1.0	\$ 72,500.00	
\$ 32,000.00		\$ 50.00	640.0	\$ 32,000.00	
\$ 347,200.00				\$ 347,200.00	\$ -
[Indirect Costs]					
De minimis rate*	\$ 181,322.00	\$ 1,813,220.00	0.1	\$ 181,322.00	\$ -
Negotiated rate	\$ -			\$ -	\$ -
Cost Allocation plan	\$ -			\$ -	\$ -
	\$ -			\$ -	\$ -
Total	\$ 181,322.00			\$ 181,322.00	\$ -
Total Activity Cost	\$ 1,994,542.00			\$ 1,994,542.00	\$ -

EXHIBIT F

Attachment B: CDBG-DR Budget Worksheet

Passthrough Agency: California Department of Housing and Community Development
Program: 2018 CDBG-DR Workforce Development Program
Project Name/Title: Tradeswomen Empowerment Leadership Institute (TELI)
Org Name: Women In Non Traditional Employment Roles
Award/Contract Number: 18-DRWD-23005
Stage: Pre-Award

Report Date: 01/14/2025
Requested By: Carlos Torres
info@winterwomen.org

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
Activity Total			1	\$1,466,020.00	\$1,466,020.00	\$1,466,020.00	\$146,602.00		\$0.00	
General Administration										
General Administration Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Activity Delivery										
Activity Delivery Total			1	\$347,200.00	\$347,200.00	\$347,200.00	\$34,720.00		\$0.00	

Other

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Other										
Other Total			0	\$0.00	\$0.00	\$1,813,220.00	\$181,322.00		\$0.00	
Grant Total			0	\$0.00	\$1,994,542.00	\$1,994,542.00	\$0.00		\$0.00	

Attachment C: CDBG-DR Budget Narrative

TELi Program Budget Narrative

(Please see total program budget attachment, "Budget Narrative" tab for more details.)

ACTIVITY COSTS - \$14,466,020

A5- TELi PROGRAM STAFF: \$546,020

Program Manager FTE \$126,000

- \$75,000 base salary+12% fringe (\$9,000) = \$84,000 per yr * 1.5 yrs=\$126,000

Contracts Manager FTE \$120,960

- \$72,000 base salary+12% fringe (\$8,640)=\$80,640 per yr * 1.5 yrs=\$120,960

Outreach Coordinator FTE \$117,600

- \$70,000 base salary+12% fringe (\$8,400)=\$78,400 per yr * 1.5 yrs=\$117,600

Instructor FTE \$120,960

- \$72,000 base salary+12% fringe (\$8,640)=\$80,640 per yr * 1.5 yrs=\$120,960

Instructors PTE \$58,500

- 20 hrs per wk * 39 wks=780 hrs * \$75 per hr=\$58,500

4 x Intern \$2,000

- \$500 stipend * 4 interns=\$2,000

A6- ONLINE COURSES CERTIFICATE FEES \$56,000

- \$350 per course * 160 participants=\$56,000. Courses range in price from \$150-\$1,500 with the average cost around \$350

A7- PARTNER 1: ROOTED \$100,000 (flat fee)

A8- Partner 2: EQUAL RIGHTS ADVOCATES (ERA) \$68,000 (flat fee)

A9- Partner 3: UNITY CHRISTIAN FELLOWSHIP \$71,000 (flat fee)

A10- PARTNER 4: RESUME NEXT DAY \$10,000 (flat fee)

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Approved Date: 10/24/2003

Prep. Date: 5/13/2025

A11- OUTREACH, MARKETING, AND INSTRUCTIONAL MATERIALS \$90,000

Instructional Materials \$20,000

- \$5,000 workbooks+\$4,000 instructional materials+\$5,000 printed materials+\$2,500 classroom supplies+\$3,500 instructional supplies=\$20,000. Prices were determined based on an internet search for cost of printing and supplies from 3 different vendors including VistaPrint, BestPrintingUSA, and Staples, then an average of the 3 prices was selected

Outreach and Marketing \$25,000

- \$25,000 flat. Costs for advertising can vary widely depending on type of outlet and other factors, and these prices change regularly. This cost was estimated based on previous advertising campaigns

Mileage- Outreach and Recruitment \$45,000

- \$2,500 per mo * 18 mos=\$45,000. This amount was determined based on the estimated number of miles needed to travel across L.A. County several times per week at a rate of \$0.65 per mile

A12- PROFESSIONAL DEVELOPMENT/STAFF TRAINING \$15,000

- \$15,000 flat. This cost is difficult to estimate because we don't know what types of training will be needed or available or the cost of trainings. We based this amount on previous amounts spent on similar projects

A13- GENERAL PNP DEVELOPMENT AND UPDATES/REVIEW \$24,000

- 120 hrs * 4 staff=480 hrs * \$50 per hr=\$24,000

A14- EQUIPMENT AND FURNITURE \$25,000

- \$1,500 computer+\$1,000 furniture=\$2,500 * 8 stations=\$20,000. Locking file cabinets \$500 * 4=\$2,000. Printer \$1,500. Paper, ink, pens, staples, paperclips, power strips, etc.=\$1,500. (\$20,000+\$2,000+\$1,500+\$1,500=\$25,000) Prices were determined based on an internet search of 3 retailers including Best Buy, Staples, and Amazon, then we settled on an average of the 3 prices

A15- GRADUATION CEREMONY/EVENT \$15,000

- \$1,500 chair rentals+\$500 tables+\$750 tablecloths and decorations, \$1,000 printing certificates and event handouts =\$3,750 * 4 cohorts=\$15,000. Costs were estimated based on prices from 3 party

supply rental companies near the program facility, including Apex, Signature, and Baker Party Rentals, and an average of the 3 quotes was used

**A16- PROGRAM CURRICULUM DEVELOPMENT CONSULTANT (ART GROUP)
\$44,000 (flat fee)**

A17- CLINICAL DEVELOPMENT CONSULTANT \$10,000 (flat fee)

A18- PARTICIPANT SUPPORTIVE SERVICES \$392,000

Supportive Services-Financial Barriers \$56,000

- \$350 per participant * 160 participants=\$56,000

Supportive Services-Counseling \$144,000

- 2 hrs. per mo * 3 mo=6 hrs. * \$150 per hr=\$900 per participant * 160 participants=\$144,000

Supportive Services-Childcare \$192,000

- \$400 per mo * 3 mo=\$1,200 per participant * 160 participants=\$192,000

ACTIVITY DELIVERY COSTS - \$347,200

A21-TWI STAFF TIME FOR TELi PROGRAM \$206,700

Finance Director 25% FTE (10 hrs. per week) \$39,000

- 10 hrs per wk * 78 wks=780 hrs * \$50 per hr=\$39,000

Marketing Director 25% FTE (10 hrs. per week) \$39,000

- 10hrs per wk * 78 wks=780 hrs * \$50 per hr=\$39,000

Development Manager 25% FTE (10 hrs. per week) \$39,000

- 10hrs per wk * 78 wks=780 hrs * \$50 per hr=\$39,000

CEO 25% FTE (10 hrs. per week) \$58,500

- 10 hrs per wk * 78 wks=780 hrs * \$75 per hr=\$58,500

Executive Assistant 25% FTE (10 hrs. per week) \$31,200

- 10 hrs per wk * 78 wks=780 hrs * \$40 per hr=\$31,200

A22- TRAVEL/MILEAGE, INTERNAL \$36,000

- \$1,500 per mo * 24 mos=\$36,000. This amount was determined based on the estimated number of trips to and from the program facility that will need to take place in order to run the program. Some staff will live locally and other mandatory staff visits will have to be flown from other parts of the state and require overnight accommodations from time to time

A23- IT (website, database, software) \$72,500

- Custom software \$50,000+subscriptions \$2,500+data analyst \$20,000=\$72,500. Costs were determined by amounts previously spent on similar projects and by quotes from Salesforce and CodeStack

A24- POLICY ANALYST \$32,000

- 160 hrs * 4 staff=640 hrs * \$50 per hr=\$32,000

Applications: TELi - Tradeswomen Empowerment Leadership Institute

2018 CDBG-DR WORKFORCE DEVELOPMENT PROGRAM

SECTION I: PROGRAM OVERVIEW

Profile

mramirez@tradeswomen.org

Enter a brief yet descriptive Project Title for your DR-Workforce Program application. Please use the following format: ORGANIZATION-PROJECT.
(Ex. Lake County-Workforce Development Training)

1. Workforce Program Project Title

TELi - Tradeswomen Empowerment Leadership Institute

Eligible Applicant Name

Women in Non Traditional Employment Roles (WINTER)

DR-Workforce Eligible Applicants include: Jurisdictions, nonprofits, postsecondary educational institutions, or local workforce development boards. Applicants that are nonprofit organizations must provide documentation of 501(c)(3) status and a copy of their bylaws.

2. Indicate which type of Eligible Applicant you qualify as:

Nonprofit

Upload documentation of nonprofit organization's 501(c)(3) status

WINTER TWI LA_TELi_501c3_2023.12.12.pdf

Upload documentation of nonprofit organization's bylaws.

WINTER TWI LA_TELi_Bylaws_2023.12.16.pdf

Enter address of the training facility. If training is mobile, use the main address of the training program operator. Workforce training programs must provide a direct benefit of eligible Public Service activities within one of the Eligible Disaster Impacted Area (EDIA) regions as they are defined in the NOFA (Butte, Lake, Los Angeles, Shasta, or Ventura).

3. Facility Address: Street Number and Street Name

2057 S Atlantic Blvd

City

Commerce

Zip Code

90040

County

Los Angeles

Workforce training programs must provide a direct benefit of eligible Public Service activities within one of the Eligible Disaster Impacted Area (EDIA) regions as they are defined in the NOFA (Butte, Lake, Los Angeles, Shasta, or Ventura).

4. Select the Eligible Disaster Impacted Area (EDIA) the Workforce Training Program will benefit.

Los Angeles

Once the EDIA benefiting region has been determined, upload a map showing the training service location(s) within the EDIA region to be served. Please clearly identify on the map the EDIA region the project is located within and the training service location(s) within the EDIA to where the training will be accessed by the beneficiaries.

5. Upload a project service location map in relation to the EDIA.

WINTER TWI LA_TELi_Project Map_2024.11.26.pdf

At least 85% of your program participants must be income certified as a low- and moderate-income (LMI) family, which are family members earning less than 80% of Area Median Income (AMI). This means that 85% - 100% of the trainees' family income cannot exceed 80% of the AMI based on

18-DR Workforce Development -23005

Approved Date: 10/24/2003

Prep. Date: 5/13/2025

family size. The annual HUD income limits for California <https://www.hcd.ca.gov/grants-and-funding/income-limits/state-and-federal-income-rent-and-loan-value-limits> are on the Department of Housing and Community Development (HCD) website.

6. Indicate the number of LMI beneficiaries (training participants) projected to participate in the Workforce Training Program.

120

7. Indicate the number of total beneficiaries (training participants) projected to participate in the Workforce Training Program.

120

Applicants shall design each training program with the goal to attain an LMI trainee participation rate of 100%, however, applicant's actual results must not be less than 85%.

8. Projected goal percentage of LMI beneficiaries to participate in the Workforce Training Program:

1.00

Application must include an outreach and marketing plan indicating methods you plan to use to recruit potential LMI program participants. Target population must include 85% LMI population at minimum. See NOFA, Application Threshold - Outreach and Marketing for more details.

9. Outline the organization's outreach and marketing plan to recruit the target population of LMI participants into the training program.

All 100% of the target population will be low- to moderate-income. Priority will be given to Individuals who are temporarily or permanently laid off as a consequence of the 2018 wildfire disasters and other eligible dislocated workers, long-term unemployed workers, and self-employed individuals who become unemployed or significantly underemployed as a result of the disaster. Other target populations will include individuals who are formerly incarcerated or involved in the justice system, former foster youth, low-income or public housing residents, recipients of public benefits, and victims of domestic violence/sexual assault/human trafficking.

Outreach and marketing activities will be geared to attract the target populations listed above and include targeted social media content and promotion, flyers and other printed materials, and direct referrals from other agencies serving the target population. These items will be distributed at local community centers, social service agencies, schools and colleges, Workforce Development Centers, America's Job Centers of California, offices of government agencies and other organizations serving the targeted groups, at resource/job fairs, and in public spaces where the target population is known to frequent.

Outreach materials will be available in English and Spanish, and interpreters will be available upon request. Staff recruitment will prioritize bilingual candidates for Outreach and Intake Coordinator and Instructor positions.

Identify which of the 2018 declared disasters the program is related to. The disaster(s) related to the program can most often be determined by the Eligible Disaster Impacted Areas that the program will serve or benefit.

10. Indicate the Disaster this program is related to:

DR-4407 (November 2018 fires impacting Butte, Los Angeles, and Ventura counties)

Applicant must demonstrate how the Workforce training program clearly ties-back to 2018 disasters, DR-4407 and/or DR-4382, by describing how the workforce training supports social and economic recovery of the Eligible Disaster Impacted Areas. The tie-back narrative should include details on how the training program will help improve economic stability, provide access to opportunities for LMI participants, and support long-term economic and social recovery for impacted communities.

11. Provide a tie-back narrative demonstrating how the program will address economic impacts from the 2018 wildfire disaster(s).

The Tradeswomen Empowerment Leadership Institute (TELi) program will address several unmet needs in L.A.'s workforce and economy resulting from the 2018 Wildfires, including rebuilding infrastructure, creating jobs for displaced workers, increasing the number of skilled workers to meet the labor shortage in the construction industry, and providing holistic supportive services, all free of charge to the already disadvantaged communities most impacted by the disaster.

The cost of the California wildfires in 2018 was devastating. The value of destroyed and damaged capital, the health costs related to air pollution exposure and indirect losses due to broader economic disruption cascading along with regional and national supply chains totaled \$148.5 billion, with \$27.7 billion in capital losses, \$32.2 billion in health costs and \$88.6 billion in indirect losses (Wang, D., Guan, D., Zhu, S. et al., 2018). Thousands of workers in L.A. lost their homes, jobs and businesses in the fires. The "Pathways for Economic Resiliency: Los Angeles County, 2021 Executive Summary Report" recommends that L.A. invest in outreach, training, and job placement assistance in construction and other high-growth industries that can provide a pathway to living-wage jobs for displaced workers. The construction trades constitute 9 of the top 15 occupations in L.A. (Center for a Competitive Workforce, LAEDC Institute For Applied Economics, 2019), and the industry is facing a statewide shortage of skilled workers.

The Tradeswomen Empowerment Leadership Institute (TELi) will IMPROVE ECONOMIC STABILITY in L.A. by increasing the skilled labor force that is currently in high demand in the construction industry with highly competent, educated, experienced, and well-developed workers. The program will teach valuable skills and provide hands-on experience that will lead to new jobs, promotions, and higher wages. These skilled workers will be recruited from the LOW- TO MODERATE-INCOME and disadvantaged communities that have been impacted by the 2018 wildfires in L.A.

The TELi program will SUPPORT LONG-TERM ECONOMIC AND SOCIAL RECOVERY in L.A. by providing a pathway to high-paying careers along with the supportive services needed to ensure participants succeed and thrive when entering and throughout their careers in the building trades. The program will also improve the broader economy in L.A. through recruitment, growth, retention, and development of the skilled workforce, adding to the sustainability of construction and related fields. L.A. has a significant amount of infrastructure to rebuild after the wildfires, and by investing in the development of construction and trades workers, the region will be better equipped to face the LONG-TERM EFFORTS needed not only to recover from the wildfires, but to "Build Back Better" than before the disasters.

According to the Center for Disaster Philanthropy, "Disaster recovery is the process of improving individual, family and community resiliency after a disaster. Recovery is not only about the restoration of structures, systems and services – although they are critical. A successful recovery is also about addressing sources of inequitable and unjust outcomes, and individuals and families being able to rebound from their losses and sustain their physical, social, economic, mental, emotional and spiritual well-being." The TELi program will address the physical, social, economic, mental, emotional and spiritual well-being of low- to moderate-income, disaster-impacted populations in L.A. through a holistic, DEI (diversity, equity, inclusion) approach toward workforce development and leadership. In addition to skills training, the program also focuses on leadership, literacy, and life skills. By doing so, it empowers individuals to excel in their careers, transform workplace cultures, and contribute to the industry's long-term success toward building a stronger, more diverse, and inclusive construction industry that benefits everyone.

DR-Workforce funds cannot be used to supplant existing local public funds on an existing Workforce Program. The public service of the training program must be either a new or expanded service to an existing Workforce Program. To qualify as an expanded service, applicants must demonstrate that the expanded service will result in a quantifiable increase in the level of an existing service than what was delivered in the last 12 months. To qualify as an existing service, the program should have been in operations for at least 12 months.

12. Please indicate whether the program is new or existing.

New Program

SECTION II: SCOPE OF WORK

Application must include a detailed scope of work that includes: details on the training program and services that will be provided with course descriptions, the areas the services will be provided in and/or benefit, who will provide the Workforce training and services, steps that must be completed to initiate the training program, available training facilities and equipment, a clear statement that income eligible trainees will receive training services at no cost, and any other relevant program plans. Programs with public facility activities must also include a detailed explanation of all acquisition and/or capital improvements needed to provide for a training facility to deliver the workforce training program.

13. Training Program Scope of Work.

Women in Non Traditional Employment Roles (WINTER) and Tradeswomen, Inc. (TWI) are deeply committed to enhancing access to training and employment opportunities for underserved populations in the construction trades, particularly focusing on women and other marginalized populations. These organizations recognizes the significance of breaking down barriers and ensuring that individuals from all backgrounds have the chance to thrive in these traditionally male-dominated industries.

We offer a comprehensive array of services designed to catalyze social change. These include dynamic outreach initiatives that raise awareness and entice more women, those from BIPOC (Black, Indigenous, and People of Color) communities, low-income and vulnerable populations, and those seeking a second chance reentering society, to consider careers in the construction trades. Our staff and partners provide indispensable support, mentorship, and retention services to ensure that participants succeed. Their dedication to advancing women and other disadvantaged groups in the construction trades has created a transformative impact in the lives of the participants.

(DESCRIPTION OF THE TRAINING PROGRAM AND SERVICES)

The Tradeswomen Empowerment Leadership Institute (TELi) program will empower individuals seeking careers in construction and related trades. Participants will gain the skills and knowledge to successfully transition directly into a pre-apprenticeship, apprenticeship, Joint Apprenticeship Training Council (J.A.T.C.), or employment program. The TELi program targets individuals from the disaster-impacted area of Los Angeles County who also face barriers such as low-income, racial and ethnic disparities, justice involved, mental illness/substance abuse, domestic violence, and former foster youth. Due to the compounded nature of barriers that these underserved populations face, many do not succeed in job training programs without support to help them navigate the wide range of other problems that exist. Through extensive research and community involvement in determining the specific needs of the low-income individuals in Los Angeles, the TELi program is designed to help these communities overcome any obstacle they encounter on their career path.

Established in 1987, Women In Non-Traditional Employment Roles (WINTER) has been serving Los Angeles County and the surrounding region for 37 years as a workforce development organization. Over 80% of WINTER graduates are placed in union apprenticeships with family-sustaining wages and fringe benefits. Program graduates are helping build and repair vital infrastructure all over Southern California.

Building on best practices, institutional knowledge, and experience, the goal is to prepare historically disadvantaged residents of Los Angeles for jobs in construction. This training program and its accompanying services have been designed to maximize participation, learning, and job security. Program participants will have access to training and learning opportunities via in-person classroom instruction, hands-on exercises and projects, and individual learning through online and virtual activities. Instruction will be delivered by union journey-level instructors with ample experience training the next generation of workers for the building and construction industry.

The curriculum will include the following topics:

- *Basic reading comprehension (10 hrs)
- *Construction health and safety (10 hrs)
- *Construction math (20 hrs)
- *First aid/CPR (8 hrs)
- *Introduction to the Building & Construction Trades (2 hrs)
- *Labor/physical conditioning (20 hrs)
- *Life skills (10 hrs)
- *OSHA (10 hrs)
- *Tools & materials (20 hrs)

Throughout the process (outreach/recruitment, program enrollment, program completion), participants will have access to professional resource navigation staff to assist them in resolving concerns that can impede enrollment into the program, active participation, or completion of the program, or securing a job after program completion. All program activities will be structured to maximize participation and program retention with a focus on developing each individual to secure a job in the building and construction industry.

The program will be delivered on several weekdays in the early evenings and on Saturdays to accommodate the lives of participants. This approach will open opportunities for individuals who may already have jobs and are seeking opportunities to learn new skills and secure better pay and career advancement. On a weekly basis, the team will meet to discuss the progress of each participant, discuss progress, barriers, and opportunities. As needed, resources will be identified to support each individual.

In addition to the construction-readiness curriculum, the TELi program will also provide access to online and in-person training and certificate courses for individuals who are seeking an apprenticeship in the construction trades to give them a competitive edge in this high-demand industry, as well as for individuals currently working in the construction trades in order to increase their proficiency and enable them to secure promotions and earn higher wages. These online courses are industry recognized, transferable, and stackable, and are unavailable to most low-income/LMI individuals due to the cost. Through the TELi program, these certificate courses will be offered free of charge to eligible LMI individuals residing in L.A. County. The courses are available online or in-person. In-person courses are usually structured with set schedules and range from 1 day to

several months to complete, depending on the certificate and location. The online options can be completed at their own pace at any time, either on computers located at the program facility or on the participants' own devices at home. TWI will pay all or a portion of the fees for these courses directly to the certificate program, providing the login information to participants, when necessary, as well as any support services that may be needed to complete the courses and ultimately receive a certificate. Examples of some of the certificate courses may include OSHA (10 or 30 hour), Concrete (testing, inspection, construction), LEED v.5 (green construction), and LMS general contractor training and certificate courses. With these certifications, participants will have the knowledge and training that will give them a competitive edge with employers and apprenticeship programs, greatly increasing their chances of securing an apprenticeship. Apprenticeships for some trades can take many years to get into, and this program will provide a fast track to high-paying jobs.

For 44 years, TWI has had long-standing relationships with pre-apprenticeship and Joint Apprenticeship Training Council (JATC) programs in L.A. and throughout California. Participants who complete the TELi program can enter directly into a JATC, pre-apprenticeship, or apprenticeship program, or go straight to work for an employer, depending on their level of experience and the career training path they choose. As a result of the relationships TWI has built with these apprenticeship programs and the labor unions, our partners know that TELi graduates will have gained the structure, technical and soft skills, and certificates necessary to be successful, making them highly desirable candidates.

All aspects of the program will be available at no cost for low- to moderate-income residents of L.A. County. The certificate courses, life skills, and other supportive services would otherwise be unavailable to low-income individuals. The certificate course can range in cost from \$200 to over \$1,500 each, and classes like financial management, industry-specific terminology, and wellness/fitness are not available for free at any other training program. TELi is a one-of-a-kind program in L.A. that will provide equitable opportunities for historically disadvantaged individuals who have not only been impacted by the wildfires but are also facing the challenges of historically underserved populations. This program will provide everything these individuals need to gain the skills, education, training, experience, and knowledge necessary to secure family-sustaining careers, and to ensure they remain gainfully employed.

(AREAS THE SERVICES WILL BE PROVIDED IN AND/OR BENEFIT)

We will conduct targeted outreach to recruit and enroll low-income individuals and those who have been impacted by the 2018 wildfires in L.A. County, improving their lives and benefiting the larger community to which they belong. All services will be provided in L.A. County, benefitting the low-income residents of the living there.

(AVAILABLE TRAINING FACILITIES AND EQUIPMENT)

The TELi program is a hybrid model, with some components taking place virtually, either through Zoom or asynchronously through recorded videos. Other components will take place in-person at the program facility located at 2057 S Atlantic Blvd. in Commerce, CA 90040. This facility is owned by WINTER (Women in Non-Traditional Employment Roles), who will operate the TELi program for the entire length of the grant funding period.

The facility is equipped with ample classroom space, tools and training program supplies, ADA bathrooms, heat and A/C, internet access, and utilities, which are all included in the amount of the contract. With CDBG-DR funds, we will equip the facility with desks, chairs, computer stations, and classroom supplies that will remain in the possession of WINTER after the TELi program ends.

(DETAILS ON THE TRAINING PROGRAM AND SERVICES THAT WILL BE PROVIDED WITH COURSE DESCRIPTIONS)

Building on best practices, institutional knowledge and experience, the program and its accompanying activities have been designed to maximize enrollment, meet the learning needs of historically disadvantaged residents of Los Angeles, and support job security. As a result, the program will take place at WINTER's training site in Commerce, CA. There is ample parking onsite and it is easily accessible using public transit. The curriculum will include the following topics; introduction to the construction industry, basic reading comprehension, construction health and safety, construction math, first aid/CPR, labor/physical conditioning, life skills, OSHA and tools and materials. For the purpose of this narrative, the Life Skills portion of the training will include conflict resolution (2 hrs), interviewing skills/resume writing (2.5 hrs), understanding and preventing sexual harassment (3 hrs), professional writing (1.5 hrs), and time management (1 hr). All construction instruction will be facilitated by journey-level instructors, with ample experience training individuals for construction jobs. Life skills trainings will be facilitated by program staff in collaboration with industry professionals.

Persons interested in the program will be eligible to receive resource navigation from program staff. The goal of this service is to assist those

interested in participating in the program to secure documentation and other resources to enroll in the program, actively participate, successfully graduate, and secure employment. The resource navigator can help potential participants with processes like getting copies of high school transcripts, getting other documents (i.e., social security card, driver's license), identifying resources to support sobriety/recovery, childcare services, address food insecurity, etc. Other supportive services may include assistance with the purchase of tools, boots, and uniforms before starting a job in construction.

(WHO WILL PROVIDE THE WORKFORCE TRAINING AND SERVICES)

WINTER and TWI have partnered with other nonprofits in Los Angeles County to provide workforce development and supportive services to participants in order to maximize resources and avoid duplication of services. TWI will serve as fiscal agent for the TELi program, responsible for all administration and management duties related to the grant, including reports and compliance. TWI has more than 45 years of experience with outreach and recruitment of women into the building trades and has experience managing large federal grants. WINTER has been providing construction pre-apprenticeship programs in L.A. for several years and will develop the curriculum with subject-matter experts from the local trades unions and apprenticeship programs. One full-time instructor will be hired to teach the workforce training courses. Other partners include Unity Christian Fellowship, who will deliver supportive services in the form of various wellness classes and education and host outreach and recruitment events at their facility, and Equal Rights Advocates, who will deliver legal information and legal training supportive services. Financial literacy, job coaching, resume building, and interviewing skills will be delivered to participants by WINTER. Clinical therapy, mental health counseling, and drug/alcohol abuse counseling supportive services will be provided by WINTER through their partnerships with local mental health groups. WINTER will provide additional supportive services to participants including the purchase of goods such as required uniforms, work boots, and tools or other financial barriers, childcare assistance paid directly to childcare providers, and providing a direct path to apprenticeships through their professional relationships with local unions, employers, and apprenticeship programs.

(STEPS THAT MUST BE COMPLETED TO INITIATE THE TRAINING PROGRAM)

Within 3 months of receiving funding: Final pre-program preparations; program design and curriculum development; hire staff; purchase equipment; recruitment and participant selection; orientations.

Within 1 year of receiving funding: Program implementation and delivery; serve up to 120 participants (20 per cohort, 4 cohorts per year, up to 1.5 years); periodic and ongoing evaluation and improvements; participant feedback solicitation and incorporation; timely reporting and invoicing.

Courses will include modules that prepare participants to enter a registered apprenticeship or obtain employment in the building trades, as well as follow-up and retention services.

Modules include the following topics:

- *Basic reading comprehension
- *Construction health and safety
- *Construction math
- *First aid/CPR
- *Introduction to the Building & Construction Trades
- *Labor/physical conditioning
- *Life skills
- *OSHA-10
- *Tools & materials
- *Graduation and networking event
- *Post-program support and job search assistance

Post-Program Support will include ongoing mentorship and support; evaluation of program effectiveness with participant feedback for program improvement; Adjustments made to curriculum and activities based on feedback and outcomes.

This timeline outlines a year-round program with several cohorts offered at different times during the year. The staggered cohorts allow for better participant support and resource allocation. Additionally, the post-program support and evaluation components ensure that the impact of TELi extends beyond the initial training, fostering a lifelong learning and development process for participants.

14. Has any portion of the Program Scope of Work already commenced before or at time of application?

No

HCD encourages Applicants to create formal partnerships for collaboration and increased program impact. If Partners will be included, describe how the Partner(s) will be involved in the program and their Workforce experience. See definition of Partner provided in the NOFA.

15. Are Partners included in the application?

Yes

Describe the role of Partners involved in the program.

A. LEAD APPLICANT, WOMEN IN NON TRADITIONAL EMPLOYMENT ROLES (WINTER)

WINTER has a proven record of delivering successful workforce training programs in LA County and has the resources and capacity to implement the TELi program without the need for advance funds. They are uniquely placed to start delivering services within one month from the execution of a standard agreement, and they are willing to continue post-program support and mentorship to participants after the completion of the TELi program.

WINTER will:

- *Serve as lead applicant for grant.
- *Submit grant application and any amendments and approve all reports and requests for reimbursements prior to submittal.
- *Execute a standard agreement with HCD.
- *Enter into an MOU with TWI.
- *Develop curriculum, class schedules, and instructional materials for the TELi program according to the proposal.
- *Operate TELi workforce training program.
- *Assign/hire and train appropriate staff.
- *Conduct outreach and recruitment, ensuring goals are met.
- *Responsible for accurately collecting, recording, and tracking participant info and documentation in a secure location according to recordkeeping policies.
- *Submit accurate invoices and reports on time each month.
- *Issue industry-recognized certifications to participants who complete requirements.
- *Conduct participant assessments at the time of enrollment to determine potential barriers that would prevent them from completing the TELi program, or a registered apprenticeship, or other paid workforce training or placement after completion of the TELi program.
- *Issue payments for supportive services to verified 3rd parties on behalf of participants according to program policies, subject to review and approval. Approved supportive services include but are not limited to: counseling (individual, family, marriage, drug/alcohol, mental health); childcare; work gear/tools/boots/uniforms; and other assistance to overcome financial barriers that might prevent participants from completing the program based on individual circumstances and need (bus passes, credit report fees, etc.). Participant supportive services must be determined necessary and reasonable and staff will ensure compliance with program policies and HCD requirements.
- *Coordinate with Equal Rights Advocates (ERA) to carry out legal training for participants according to proposal.
- *Coordinate with Unity Christian Fellowship to hold outreach and recruitment events for the TELi program.

B. CO-APPLICANT, TRADESWOMEN, INC. (TWI)

TWI has 45 years of experience with outreach, recruitment, retention, advocacy, and leadership development of women in the construction industry. TWI is the recipient of several large federal grants, so they have the ability to carry out the essential functions of this award. They also have a statewide reach and experience organizing and managing events and programs on a national level. TWI will administer the grant and be responsible for proper execution and compliance of all grant management and fiscal responsibility.

TWI will:

- *Serve as co-applicant and fiscal agent for grant.
- *Create and prepare grant application and any amendments for submission.
- *Execute a standard agreement with HCD.
- *Enter into an MOU with WINTER.
- *Assign/hire staff when appropriate.
- *Oversee program implementation and operation and ensure all aspects of the project are carried out in compliance with HCD and according to the proposal.
- *Provide a system for recording and tracking program data (software, database, or similar system).
- *Train assigned staff on proper documentation, record-keeping, privacy, equal opportunity, nondiscrimination, financial controls, and other policies as defined in the grant contract.

- *Perform monthly data and financial audits, ensuring partners submit accurate monthly invoices and reports.
- *Submit monthly invoices and reports to HCD.
- *Prepare and disburse payments/reimbursements to partners promptly, within 30 days after receipt of funds from HCD, subject to review and approval.
- *Measure and monitor indicators of success to ensure goals are met on time, as defined in the proposal and the grant guidelines.
- *Conduct quarterly program evaluation and improvements in collaboration with partners and other periodic meetings with partners when necessary.
- *Provide semi-annual and final reports to partners.
- *Coordinate outreach and recruitment events at least one time per cohort.
- *Create outreach and marketing materials (both digital and print) for use by all partners to help advertise the TELi program, and promote the program through social media accounts, website, word-of-mouth, and networking.

B. PARTNER 1, UNITY CHRISTIAN FELLOWSHIP

It is the intention of Unity to help recruit low-income residents of L.A. county who might benefit from the TELi program as a service to the community and to assist in the delivery of holistic wellness classes. Fitness deserts, high rates of obesity, and poor health indicators are more prevalent in low-income neighborhoods and BIPOC communities, and are the direct result of socio-economic inequality, systemic racism, and ongoing discriminatory practices. Unity will provide TELi access to instructor-led wellness classes and the necessary equipment including fitness, nutrition, mindfulness, and personal growth. These classes, which are part of the program curriculum, will bridge health gaps through a community-centered hyperlocal approach and be available to program participants free of charge. (No religious-based requirements or education will be associated with the TELi program. The church has no influence or decision-making authority over the TELi program.)

Unity will:

- *Coordinate and host outreach and recruitment events at least once per cohort.
- *Promote the program through outreach efforts, social media accounts, website, word-of-mouth, and networking within and outside the congregation.
- *Plan, organize, host, and manage wellness elective classes for TELi participants and open to the public at least once per cohort, including hiring instructors, conducting advertising and outreach to participants, providing all necessary equipment, and ensuring compliance with proposal. Classes include but are not limited to yoga, nutrition, fitness, mindfulness, work-life balance, etc.

D. PARTNER 2, EQUAL RIGHTS ADVOCATES, INC. (ERA)

A significant hurdle for women, BIPOC, and other marginalized communities in the construction trades is the discrimination and harassment they often experience during training and subsequent employment. To address this issue, ERA works with WINTER and Tradeswomen, Inc. to provide free comprehensive training on workplace rights, tailored to the specific context of pre-apprenticeship and apprenticeship programs and trade jobs. This training not only covers legal protections but also includes interactive elements like role-playing to effectively engage participants. ERA will offer legal advice and counseling to participants of the TELi program to address issues they face in the workplace. This will equip them with the knowledge and support they need to navigate their work environments, ensuring they understand their legal rights and can commit to long-term, well-paying careers in male-dominated industries.

ERA will:

- *Provide supportive services including comprehensive training on workplace rights, tailored to the specific context of pre-apprenticeship and apprenticeship programs and trade jobs. This training not only covers legal protections but also includes interactive elements like role-playing to effectively engage participants.
- *Offer legal advice and counseling to participants of the TELi program to address issues they face in the workplace. This will equip them with the knowledge and support they need to navigate their work environments, ensuring they understand their legal rights and can commit to long-term, well-paying careers in male-dominated industries.
- *Provide a total of 4 legal trainings of one to two hours, over a one-year period, and a maximum of 120 hours of legal information, advice and counsel time up to a maximum of 60 participants, no more than 15 participants or 30 total hours per quarter. (Price includes additional preparation and follow up time of 1 hour.)
- *All services will be delivered remotely through video conferencing, phone, or email.
- *Provide the agreed upon services for the entire term of the grant, beginning after execution of a standard agreement through March 31, 2026.
- *Comply with all record-keeping, compliance, financial, and other policies required by the grant.
- *Cooperate with monitoring requirements by WINTER, TWI and/or HCD monthly, quarterly, upon completion of the program, and upon request by

WINTER and TWI staff and/or HCD.

Upload a copy of each pending or executed Partner Agreement.

WINTER TWI LA_TELi_Partnership Agreement_2024.11.26.pdf

Upload a copy of each pending or executed Partner Agreement.

WINTER TWI LA_TELi_MOU_2024.12.03.pdf

Upload a copy of each pending or executed Partner Agreement.

If Partner is a tribal entity, upload the Tribal Entity's bylaws or appropriate governing documents.

If Partner is a tribal entity, upload the Tribal adopted Authorizing Resolution.

Applicant must provide a written Participant Supportive Service plan. Your plan should include the services needed, how were these services determined, the services that will be provided, who will provide them, how will the services be accessed, how the services meet the needs of your training program and the community and explain if the services are new or existing services already being provided.

EXHIBIT F

16. Describe your plan for providing Participant Supportive Services to eligible trainees in the Workforce training program.

The TELi program determined which supportive services were needed by conducting research on available data, consulting local area service providers and stakeholders, and through input from members of the community to be served.

The results of the 2022 South L.A. Community Survey show that only 8% of full-time employed respondents earned enough money to pay for basic necessities. More than 80% doubted their ability to get a higher paying job in the future. The reasons listed for their inability to get a well-paying job include lack of credentials/education, no knowledge of how/where to get a better job, lack of experience, high cost of childcare, and lack of transportation. The 2021 report, "Resilience & Rebuilding South LA Post Pandemic," recommends regional technical training and employment opportunities that lead to family sustaining wages be distributed equitably. And the L.A. County 2-1-1 system shows income/employment, education, mental health, legal services, transportation, food, housing, and utilities assistance among the top needs in L.A. County.

Meetings with local area service providers, other relevant stakeholders, and feedback from community members confirmed the findings above, concluding that the greatest unmet needs are for wrap-around services that will address the wide range of issues experienced by historically disadvantaged communities who are then further impacted by the disaster. These issues are overlapping and compounded, and the effects of that intersectionality cannot be overcome through one single approach. To fully recover and make any lasting changes, the program must support the whole person and tailor supportive services to individual needs.

Therefore, the TELi program, through a strategic consortium of service providers, will connect participants to supportive services tailored to their individual needs, determined by proof of income, family composition, and considering extenuating circumstances.

All services are new, and we do not anticipate any barriers to providing them, pending funding availability.

In addition to referrals to community resources, TELi will offer the following supportive services.

SUPPORTIVE SERVICES PROVIDED BY TWI:

*Financial Barriers- average \$467 per person for 120 participants to overcome financial barriers that might prevent them from completing the program, based on need. These will vary from person to person, but will be paid directly to another provider or vendor for things like bus passes, purchasing mandatory work gear, tools, uniforms, work boots, or credit report fees, etc.

*Clinical therapy/substance use/individual/marriage/family counseling provided by an outside source, average \$1,200 per person for 120 participants.

*Childcare costs-paid directly to childcare providers, average \$1,600 per person for 120 participants.

*Financial literacy, job readiness and resume services

SUPPORTIVE SERVICES PROVIDED BY EQUAL RIGHTS ADVOCATES (provided at no cost to participants, based on need):

*Legal counsel

*Legal trainings

*Legal info/advice

SUPPORTIVE SERVICES PROVIDED BY UNITY (at no cost and with no eligibility requirements for TELi program participants):

*Instructor-led wellness classes

*Yoga

*Fitness

*Nutrition

*Mindfulness

*Personal growth

*Access to fitness equipment

Enter the number of Participant Supportive Service that you project to be provided to the training program participants. Participant Supportive Services may be provided by either a Partner, Subrecipient, or a Training Operator that has expertise in the services they offer to help reduce barriers to participation in training and employment. Depending on the anticipated needs of the trainees, Participant Supportive Services can be delivered in a variety of ways to include, but not limited to on-site, mobile, or virtual.

17. Enter the number of Participant Supportive Services projected to be provided to the trainees in the Workforce Training Program.

14

Acquisition, construction and/or site improvements may be considered as supplemental activities to support the long-term community investment in the Public Service Workforce training program. Applicants must be able to complete these activities and commence the training program by

December 31, 2024, and the facility must be used for an eligible Workforce Training program. No "Choice-limiting actions" may occur on a proposed project, or proposed site acquisition before both the federal and state environmental review processes are completed, even if that work/acquisition is being done using non-federal funds. Note: Rehabilitation and improvements of Public Facilities are eligible DR-Workforce activities, but new construction is not.

18. Is acquisition, improvements, and/or rehabilitation of Public Facilities part of your scope of work in this application, regardless of funding source?

No

Public Service activities are considered Exempt. Applicants that have Public Service only programs must submit their Environmental Review Form for Exempt or Categorically Excluded Not Subject to Section 58.5 Form at the time of application submission. For Applicants conducting Public Facility activities, the Environmental Review process must commence within 30 days of the effective date of the executed Standard Agreement. See the Application Guide for more information on Environmental Review Forms and to determine your level of review needed.

19. Select the applicable Environmental Review category anticipated for the proposed Workforce program activities.

Categorically Excluded Not Subject to 58.5 (CENST)

Upload the applicable Public Service Environmental Review Form.

WINTER TWI LA_TELi_ERR_Exemption_2024.11.27.pdf

SECTION III: BUDGET

Enter the total Amount of DR-Workforce Funds Requested.

20. CDBG-DR Funding Amount Requested

1,994,542.00

Enter the Project cost (CDBG-DR funding plus other funding for the total project cost).

21. Total Project Cost

1,994,542.00

22. Upload detailed cost estimate prepared, signed, and stamped by a Licensed Architect or Professional Engineer licensed in the State of California.

As shown through completion of the total activity budget, if awarded, CDBG-DR funds will not result in a Duplication of Benefits (DOB). CDBG-DR funds may only be used to fund a gap in your total activity budget. If an applicant, or eventual subrecipient is found to have a DOB, supplanted funds or otherwise misled HCD about the need for additional funding, the situation will be treated as fraud, waste, and abuse of federal funds and HCD may recapture all or part of the funds.

23. Will the CDBG-DR funding request result in a duplication of benefits?

No

If you have applied for funding, but unsure if it constitutes as funding for workforce training activities, please leave the response blank and HCD will follow-up to confirm.

24. Have you applied for other sources of funds to operate this program?

No

Application must include a completed total activity budget and a completed signed DOB affidavit that clearly identifies all funding sources for your Workforce training program. The Total Activity Budget (Excel template located in the solicitation files) is a detailed budget template created by HCD for applicants to use as a tool to help develop their entire program cost estimate (not just CDBG-DR portion) for all phases of the program and to document other sources. General budget categories in this budget should at minimum include activity costs and activity delivery costs. Reminder, this budget reflects all costs to carry out your proposed activities, regardless of the funding source. Use the information provided in the Total Activity Budget to complete the CDBG-DR Budget. The DOB affidavit is also included in the solicitation files to be completed and uploaded below.

25. Total Activity Budget

WINTER TWI LA_TELi_Total Budget_2024.11.26.xlsx

A copy of the DOB affidavit is included in the solicitation files to be completed and uploaded below. Please list out all funding sources on the DOB affidavit and signed by the Authorized Representative.

18-DR Workforce Development -23005

Approved Date: 10/24/2003

Prep. Date: 5/13/2025

26. Upload the completed DOB Affidavit.

WINTER TWI LA_TELi_DOB Affidavit_2024.11.27.pdf

Applicant must complete their applicable payee tax form (STD 204 or FI\$Cal). Payee tax forms are located in the solicitation files.

27. Complete and upload the applicable Payee tax form for your organization/entity.

WINTER TWI LA_TELi_Payee Tax Form_2024.11.27.pdf

CDBG-DR budgets found in the Grants Network portal are required at application submission. Applications submitted without a complete Grants Network budget will result in an ineligible application, from which the applicant may re-submit once the application is complete.

28. Is the CDBG-DR budget completed in Grants Network?

Yes

Budget narratives must be included on the CDBG-DR Budget in Grants Network to explain anything that impacts how the CDBG-DR funds will move in your activity. The budget narrative should include an itemized list of how the CDBG-DR funds will be spent and when, a description of how the planned expenditures were estimated, any unfunded budget gaps, and the cost of training per trainee if any non-LMI participants are subject to training costs. The budget narrative should also include information about activity viability if the project is only partially funded. For instance, can the project scope be reduced, the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Make sure the budget narrative has a relationship to the tasks and deliverables described in the application. Applications submitted without a complete Grants Network budget narrative will result in an ineligible application, from which the applicant may re-submit once the application is complete.

29. Does the CDBG-DR budget include a detailed narrative of your Workforce Training Program budget within the Grants Network budget template?

Yes

SECTION IV: Program Schedule

Application must contain a Workforce Training Program Timeline to ensure compliance with all milestones provided within the Standard Agreement. Please complete the program timeline for your applicable program activity milestones by entering the dates you project to have each completed by. All Standard Agreements are expected to be executed by the first quarter 2024.

If any milestones are not applicable to your program, please enter N/A for the date.

Applicants that are recommended for awards will be contacted via Grants Network and provided with an opportunity to update their application program timeline schedule or other data that may have aged during the Applicant review period. Applicants will have 10 days to respond to requests. Awarded Applicants (Subrecipients) shall submit monthly activity and financial reports to HCD for review in Grants Network by the 10th calendar day of the month for the previous month's activity. Monthly reports are required to be submitted beginning the month after the Standard Agreement is executed.

Please note the DR-Workforce Standard Agreement performance milestone requirements below.

1. Project Start Date: All programs must commence activity within 30 days from the effective date of the SA.
2. Public Facility Environmental Review Start Date: Within 30 days from effective date of the SA
3. Acquisition Site Control Date: Within 60 days from Environmental Record Review (ERR) clearance.
4. Construction Start Date: Within 60 days from ERR clearance or, if applicable, from Acquisition/Lease completion.
5. Construction Completion Date: Must be completed prior to training program commencement date to begin serving Beneficiaries by December 31, 2024.
6. Training Program Start Date: Within 90 days from ERR clearance or construction/acquisition completion; but must begin serving Beneficiaries by December 31, 2024.
7. Fifty percent (50%) of the funds expended Date: At least ten (10) months prior to the Expenditure Deadline.
8. Final Expenditure Date: No later than January 31, 2026.
9. Program Closeout Date: No later than May 1, 2026.

30. PROGRAM MILESTONE TIMELINE

All programs must commence activity within 30 days from the effective date of the SA.

Milestone #1: Date projected to Start DR-Workforce activities (incurring costs):

Within 30 days from execution of Standard Agreement

Programs that have Public Facility activities (rehab/improvements/acquisition) must commence the Environmental Record Review process within 30

18-DR Workforce Development -23005

Approved Date: 10/24/2003

Prep. Date: 5/13/2025

EXHIBIT F

days from effective date of the SA.

Milestone #2: Date projected to begin the Public Facility Environmental Review:

N/A

Programs that have Public Facility Acquisition activities must successfully complete Acquisition or lease within 60 days from Environmental Record Review (ERR) clearance.

Milestone #3: Date projected to have Acquisition Site Control:

N/A

Programs that have Public Facility construction related activities (rehab/improvements) must successfully begin to incur Construction costs within two (2) months from ERR clearance or, if applicable, from acquisition/lease completion.

Milestone #4: Date projected to start construction:

N/A

Programs that have Public Facility construction related activities (rehab/improvements) must complete Construction prior to the training program start date to begin serving Beneficiaries by December 31, 2024.

Milestone #5: Date projected to complete construction:

N/A

All training programs must commence the approved training program and services within three (3) months from ERR clearance or construction/acquisition completion; but must begin serving Beneficiaries by December 31, 2024.

Milestone #6: Date projected to Start the Training Program:

Within 3 months from execution of Standard Agreement, no later than Dec. 31, 2025

Fifty percent (50%) of the Program funds must be expended at least ten (10) months prior to the Expenditure Deadline and serve fifty percent (50%) of its Beneficiaries identified in the application no later than six (6) months prior to the Expenditure Deadline.

Milestone #7: Date projected to expend Fifty percent (50%) of the CDBG-DR awarded funds:

06/31/2025

Subrecipient must serve one hundred percent (100%) of its Beneficiaries identified in the application prior to the Expenditure Deadline and expend all program funds by January 31, 2026.

Milestone #8: Date projected to Expend all CDBG-DR awarded funds:

01/31/2026

All DR-Workforce programs must commence the closeout process and submit a final activity report no later than 90 days from the expenditure deadline date.

Milestone #9: Date projected to Close-out:

03/31/2026

SECTION V: PROGRAM PLANS

Programs must offer free training to ELIGIBLE training participants (eligible = income qualified).

31. Are all job training and accompanying services provided at no cost to eligible LMI trainees?

Yes

General policies and procedures should include at minimum a section on: trainee recruitment, fee structure to participate (income eligible trainees cannot be charged but over income trainees could be, depending on your program's policies), the program's schedule, who can participate, and a description of the training courses and services offered.

32. Do you have policies and procedures for the workforce training program proposed in this application?

In Development

Application intake policies and procedures at a minimum should include application intake process, income verification, income documentation collection, eligibility review, and documentation maintenance.

33. Do you have policies and procedures related to application intake for trainees?

Yes

Upload a copy of the Policies and Procedures for review.

WINTER TWI LA_TELi_Intake PnP_2024.11.26.pdf

Include information on financial resources and staff capacity to sustain the project past the life of this grant.

34. Describe how the organization plans to sustain the proposed new or expanded Workforce training program(s).

This program is designed to help in the economic and social recovery efforts from the 2018 wildfires, specifically by providing a path to high-paying careers in the construction and skilled trades along with supportive services to low-income residents of Los Angeles County. After funding has ended, WINTER and TWI will conduct a needs assessment to determine whether or not there still exists a need for the program. If a need for these services is found, then new sources of funding will be sought out and include revenue from our annual gala, fundraising campaigns, and events, and program income through contracted services with local unions and employers. WINTER and TWI have long histories of monetary support from building contractors and unions, and if the TELi program proves successful through its first year, we are confident that we can rally the financial support necessary to continue the program indefinitely.

SECTION VI: DUE DILIGENCE

Applications are required to include a completed authorizing resolution using the applicable Department approved authorizing resolution form and approved by the applicant's governing board. The authorizing resolution designates a person or persons responsible for, and authorized to, execute all documents related to the application of CDBG-DR funds. The Jurisdiction and the Organization Authorizing Resolution Templates are in the solicitation files. Please upload the Applicant's applicable Authorizing Resolution. If a governing body must prepare a separate resolution concurrently that confirms to its local standard, it may do so in addition to preparing the resolution form provided by the Department.

Applicants must submit their approved resolutions on the form provided by the Department by the application submission due date. The Department will NOT accept resolutions after this time.

35. Upload the approved and adopted Authorizing Resolution for the application.

WINTER TWI LA_TELi_AR_2024.11.26.pdf

Proof of the Authorized Representative may be a screenshot of the authorized individual from your organization/jurisdiction website.

36. Upload proof of identification of Authorized Representative.

WINTER TWI LA_TELi_AR Verification_2024.11.26.pdf

Applicants must provide proof from the federal System for Award Management that the Applicant, all application Partners, developers, consultants, and contractors participating in the application, the potential administration of the award, or the potential implementation of the activity are not debarred. HCD will perform a due diligence check at <https://sam.gov> to confirm that applicants are not on the federal government's debarment list.

37. Is the primary Applicant or any of the Partners named in this application debarred from doing business with the federal government?

No

38. Upload applicable proof from the Federal System for Award Management (SAM).

WINTER TWI LA_TELi_Debarment_2024.11.26.pdf

Poor past performance would not be cause for in-eligibility, but would result in a high-risk rating, assigned technical assistance (TA), and likely a special condition as part of the Standard Agreement.

39. Has the applicant or any partners received a monitoring report from a federal agency, or an agency on behalf of a federal grant in the last 2 years?

No

All non-federal entities that expend \$750,000 or more in federal awards in a fiscal year are required to have a single audit for that year in accordance with the Single Audit Act of 1984, Single Audit Act Amendments of 1996, and 2 CFR §200 Subpart F-Audit Requirements.

40. Has the primary applicant or any of the identified Partners been required to submit a Single Audit to the State Controller's Office?

No

Provide details on the level of federal grant experience for this program's key staff and whether they are new hires or existing staff. For any staff recognized as having federal grant experience, please indicate the length of experience over time for each staff and which entity they are associated with (primary Applicant or Partner). If acquisition and/or construction activities are included in the Applicant's Workforce Training Program, then the

Applicant and/or partner must have at least 1-year of experience with federal grants in carrying out federally funded acquisition and/or construction.

41. Provide details on the level of staff experience with CDBG-DR or other federal grants management. Between the primary Applicant and the identified Partners, indicate how many years of related experience for each staff role listed.

The following staff has experience working with federal grants:

*Melinda Ramirez, TWI Development Manager- 10 years experience writing proposals, rank and review of applications, grant administration, and grant management with CDBG, ESG, CoC, and other state and federal grants.

*Anna LoCastro, TWI Director of Finance- 5 yrs financial grant management experience with federal grants.

*Felicia Hall, TWI Workforce Development Manager- 2 yrs experience with CDBG and ESG.

*Carlos Torres, WINTER Executive Director- 20 yrs experience in management, compliance, monitoring & evaluation of federal grants.

*Luz Flores, WINTER Director of Operations- 30 yrs experience in management, compliance, monitoring & evaluation of federal grants.

Provide details on the level of workforce training program experience for this program's key staff and whether they are new hires or existing staff. For any staff recognized as having workforce training program experience, please indicate the length of experience over time for each staff and which entity they are associated with (primary Applicant or Partner). Applicant an/or Partner must have at least 3-years combined experience with workforce training programs.

42. Provide details on the level of staff experience with workforce training programs? Between the primary Applicant and the identified Partners, indicate how many years of experience for each staff with Workforce training experience.

The following staff has experience with Workforce Development Training programs:

*Felicia Hall, TWI Workforce Development Manager- 2 yrs experience managing an early childhood education workforce training program.

*Carlos Torres, WINTER Executive Director- 1 yr experience managing a construction workforce training program.

*Luz Flores, WINTER Director of Operations- 10 yrs experience managing a construction workforce training program.

*Netty Dokes (potential instructor), retired journey-level electrician – 30 yrs working in the trades and mentoring apprentices.

43. Provide a narrative to identify who will manage the program, their qualifications or experience, how they will manage it, and summarize current licensing and accreditations.

TELi will be managed by the Program Manager, whose responsibilities will include maintaining the quality of the organization's programs, overseeing the budget and staff for projects and supervising the staff and Instructors, overseeing administrative aspects of programs to meet the objectives of the stakeholders, analyzing data to determine the effectiveness of programs, suggesting and implementing improvements to programs and services, and planning and managing outreach activities for increased awareness of the program. The qualifications for this position are at least 3 years of experience in at least one area directly relevant to the position with a focus in workforce development and social justice, network, coalition, and/or relationship building, program design, arts management, and nonprofit capacity building. The Program Manager will be an employee of WINTER, who has 10 or more years in workforce development programs and federal grants administration.

Partner agencies providing supportive services will be vetted and qualified, and the administration of supportive services will be monitored on a monthly basis through records audits, invoicing, participation, and surveys. This monitoring will be the responsibility of TWI and overseen by WINTER.

44. Upload organizational chart with lines of responsibility and authority in the administration of your organization. If Partners are part of your application, include their placement in the organization chart including their staff role titles.

WINTER TWI LA_TELi_Org Chart_2024.11.26.pdf

45. If there are any gaps in current capacity, describe those gaps and how you propose to fill them. Also detail the qualifications and experience required of staff to be hired/procured, if applicable.

If awarded funding, WINTER will hire 3 new employees for the TELi program: 1 full-time Program Manager, 1 full-time Outreach Coordinator, and 1 full-time Instructor. TWI will hire 1 full-time Contracts Manager. Both organizations will use the hiring processes that are already in place, including consideration of current qualified staff, the use of America's Job Centers, Workforce Development Centers, and the Department of Labor to post job openings, while observing DEI hiring policies and intentionally seeking candidates from systematically disadvantaged communities, including BIPOC, women, and disabled individuals residing in L.A.

PROGRAM MANAGER JOB DESCRIPTION (x 1): Maintain the quality of the TELi program, oversee the budget and staff for the program, and supervise the Outreach and Intake Coordinator and Instructor; oversee administrative aspects of the program to meet the objectives of the stakeholders; analyze data to determine the effectiveness of the program; suggest and implement improvements to programs and services; plan and manage outreach activities for increased awareness of the program. QUALIFICATIONS: At least 3 years of experience in at least one area directly relevant to the position with a focus in workforce development and social justice: network, coalition, and/or relationship building, program design, arts management, nonprofit capacity building.

OUTREACH COORDINATOR JOB DESCRIPTION (x 1): Provide outreach in the community to educate and inform potential referral sources with knowledge of workforce development services through phone calls, scheduled presentations, and distribution of brochures; assure prompt and accurate intake to admissions process; maintain current information on each prospect in the database and paper file as needed. QUALIFICATIONS: Extensive demonstrated experience in admissions coordination and community outreach; ability to prioritize responsibilities and work independently as well as collaboratively; assertive, highly organized, flexible, efficient and detail oriented.

PROGRAM INSTRUCTOR JOB DESCRIPTION (x 1): Establish key objectives for classes; create curriculum that accomplishes the set objectives; develop a syllabus that outlines topics that will be explored and listing due dates for assignments and exams; make lesson plans that describe how information will be presented; give lectures and organize activities to present material and deepen understanding of coursework; write, administer and grade examinations that test students' knowledge; answer students' questions and provide support to help them succeed. QUALIFICATIONS: Expertise in the subject area that will be taught; knowledge of learning theories and various methods of instruction; strong oral communication skills to present lectures and answer questions; proven written communication skills to make easy-to-understand assignments, tests and student feedback reports; arithmetic skills to calculate scores on assignments and exams, as well as final grades; organizational skills to keep track of students' work and present course material in a clear way; listening and observation skills to pick up on signs that students may be failing to grasp the material; computer skills to use presentation, word processing, e-mail, spreadsheet and student information software.

CONTRACTS MANAGER: Responsible for ensuring accurate record-keeping, accurate and timely reporting, and compliance with intake PNP for TELi program. QUALIFICATIONS: At least 2 years of experience managing large contracts and government grants, knowledge of HUD reporting principles, data and statistics analytics, Microsoft and Google software, and experience working with vulnerable populations.

46. Do you have Procurement Policies and Procedures?

Yes

Upload Procurement Policies and Procedures.

WINTER TWI LA_TELi_Procurement Policy_2024.11.26.pdf

47. Do you have Policies and Procedures related to Environmental Review in accordance with the National Environmental Protection Act (NEPA)?

Yes

Upload Environmental Review Policies and Procedures.

WINTER TWI LA_TELi_NEPA PnP_2024.11.27.pdf

All applicants that have acquisition public facility activities included in the project, regardless of funding source, will need to submit acquisition and relocation policies and procedures prior to Standard Agreement.

48. Do you have Policies and Procedures related to acquisition and relocation in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act (URA)?

N/A

All applicants that have construction related public facility activities included in the project, regardless of funding source, will need to submit a section 3 plan prior to Standard Agreement.

49. Do you have a Section 3 Policy and Plan?

N/A

All applicants that have construction related public facility activities included in the project, regardless of funding source, will need to submit construction policies and procedures that include reference to the Davis Bacon and Related Acts (DBRA) prior to Standard Agreement.

50. Do you have Construction Policies and Procedures that include reference to the Davis Bacon and other Related Acts?

N/A

Financial Management will address the following but is not limited to: - Internal controls – Financial reporting - Accounting records - Allowable costs - Budget controls - Cash management – Financial Management Records.

51. Do you have Financial Management Policies and Procedures in accordance with 2 CFR 200?

Yes

Upload Financial Management Policies and Procedures.

WINTER TWI LA_TELi_Financial PnP_2024.11.26.pdf

Record Management Policies and Procedures should include details on how you will maintain secure files that protect Personal Identifying Information (PII).

52. Do you have Record Keeping and Reporting Policies and Procedures?

Yes

Upload Record Keeping Policies and Procedures.

WINTER TWI LA_TELi_Records PnP_2024.11.26.pdf

Program administrators are required to make reasonable efforts to provide language assistance to ensure meaningful access for LEP persons to the recipient's programs and activities by:

1. conducting a four-factor analysis,
2. developing a Language Access Plan (LAP), and
3. providing appropriate language assistance.

Instructions about how to comply with the LEP requirements and an LAP template are provided in Appendix D of the Policies and Procedures Manual and the Application Workbook Guide.

53. Does your organization have a written plan to address Limited English Proficiency (LEP) beneficiaries in the program?

Yes

Upload LAP plan.

WINTER TWI LA_TELi_LAP_2024.12.16.pdf

54. Is the Equity Survey Form completed?

Yes

55. Is the Legislative Data Form completed?

Yes

SECTION VII: CERTIFICATIONS

By typing my name in the field below, I hereby certify that the information provided in this application is true, correct, and complete to the best of my knowledge. I am aware that making any materially false, fictitious, or fraudulent statement or representation may subject me to penalties under Section 1001 or Title 18 of the United States Code. In addition, I am aware that if I materially violate any required disclosure of violation, including concealing a material fact, I am subject to being fined under this title or imprisoned not more than five years, or both. Applicants that rely on consultants or grant writers to prepare the CDBG-DR application are strongly encouraged to review the application for completeness and correctness prior to submittal.

56. Application Approver Name:

Carlos Torres

57. Upload your signed Statement of Assurances and Certifications (Form in solicitation files)
WINTER TWI LA_TELi_Assurance Cert_2024.11.27.pdf

58. Applicants that have any additional documentation to provide in support of their DR-Workforce application, may upload the documents below:
WINTER TWI LA_TELi_Budget Narrative_2024.11.26.pdf

Additional File Upload

Additional File Upload

Additional File Upload

Additional File Upload

Additional File Upload

Average Score

Budget Worksheet

View Budget Worksheet

Application Goals

View Application Goals

of Reviews
0

of Denials
0

Text

Applications: File Attachments

5. Upload a project service location map in relation to the EDIA.
WINTER TWI LA_TELi_Project Map_2024.11.26.pdf

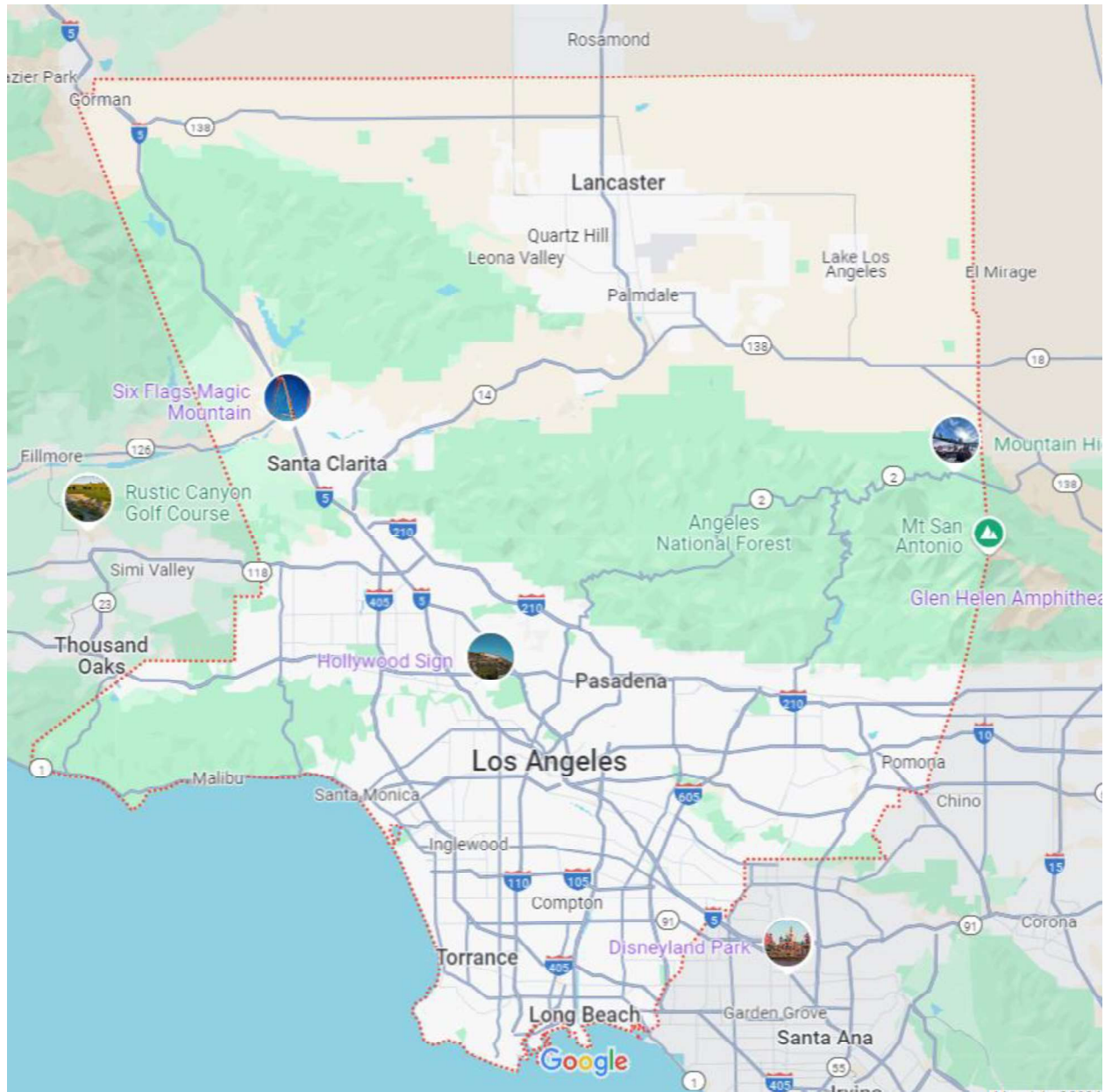
Upload the applicable Public Service Environmental Review Form.
WINTER TWI LA_TELi_ERR_Exemption_2024.11.27.pdf

26. Upload the completed DOB Affidavit.
WINTER TWI LA_TELi_DOB Affidavit_2024.11.27.pdf

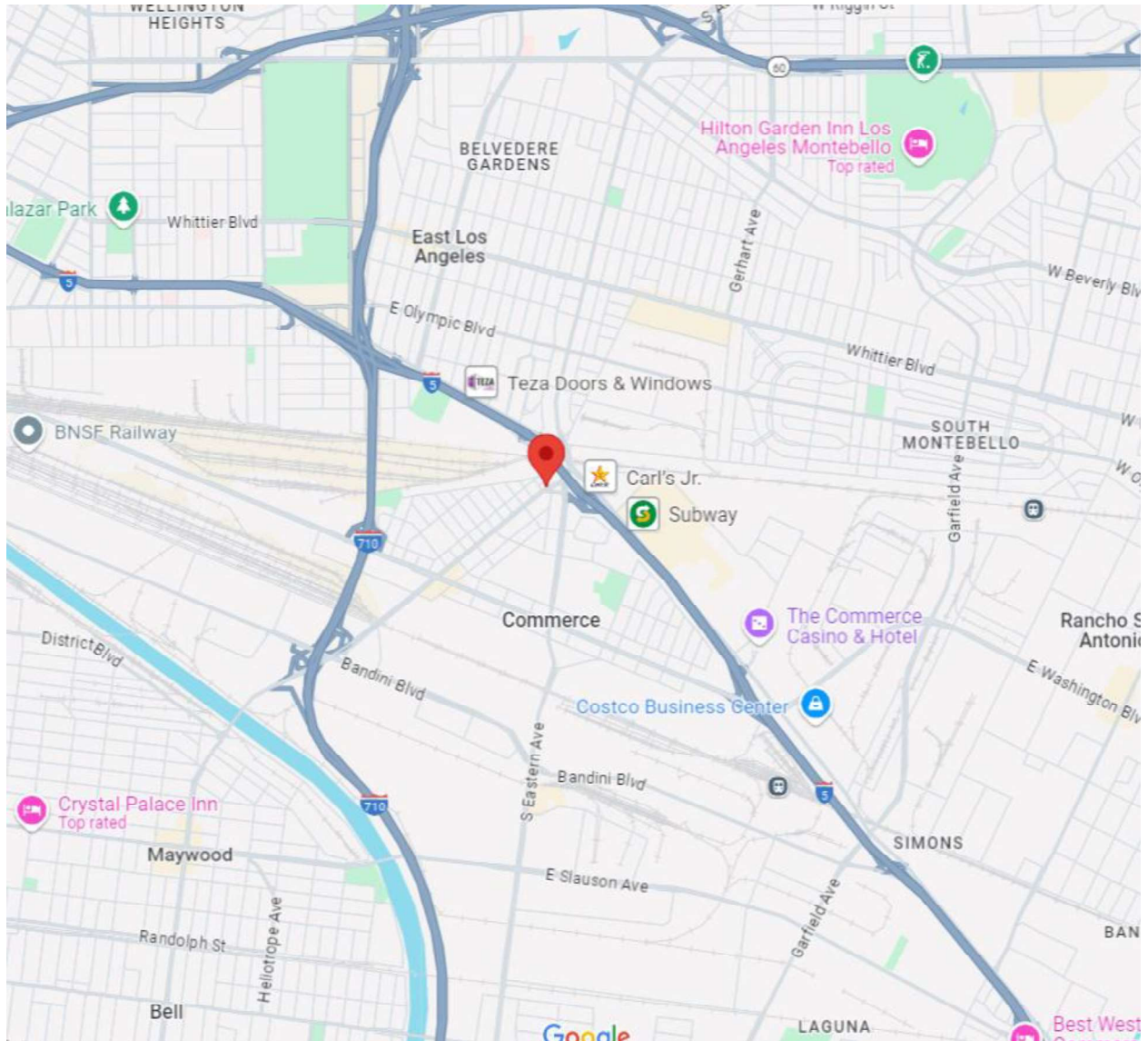
57. Upload your signed Statement of Assurances and Certifications (Form in solicitation files)
WINTER TWI LA_TELi_Assurance Cert_2024.11.27.pdf

58. Applicants that have any additional documentation to provide in support of their DR-Workforce application, may upload the documents below:

Los Angeles County (Services Area)



W.I.N.T.E.R. 2057 S Atlantic Blvd, Commerce, CA 90040
(Facility Location)





Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

Project Information

Project Name: Tradeswomen Empowerment Leadership Institute (TELi)

Responsible Entity: Women In Non Traditional Employment Roles (WINTER)

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: CA

Preparer: Melinda Ramirez

Certifying Officer Name and Title: Carlos Torres, Executive Director

Consultant (if applicable): N/A

Project Location: 2057 S. Atlantic Blvd. Commerce, CA 90400

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

Workforce training program for the construction trades and supportive services for economic, health, personal growth, and community well-being.

(Supportive services include but not limited to referrals to local resources, childcare, financial barriers, counseling, wellness classes, and mentorship. Operating costs include maintenance, security, operations, utilities, furnishings, equipment, supplies, staff training, recruitment, and other incidental costs. Economic development activities include equipment purchase, inventory financing, operating expenses and similar costs not associated with construction or expansion of existing operations.)

Level of Environmental Review Determination:

☐ Activity/Project is Exempt per 24 CFR 58.34(a): _____

Project Name

EXHIBIT F
Project Locality and State

☒ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):
CENST 58.5

Funding Information

Grant Number	HUD Program	Funding Amount
2018 CDBG-DR	Workforce Development Program	Not to exceed \$2,000,000

Estimated Total HUD Funded Amount: \$2,000,000

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable):

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$2,000,000

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Flood Insurance	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

Project Name

EXHIBIT F
Project Locality and State

Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]		
---	--	--

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
N/A	

Preparer Signature:  Date: 8/11/24Name/Title/Organization: Melinda Ramirez, Development Manager, Tradeswomen, Inc.

Responsible Entity Agency Official Signature:

 Date: 11.27.2024Name/Title: Carlos Torres, Executive Director

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



U.S. Department of Housing and Urban
Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

**This is a suggested format that may be used by Responsible Entities to document completion of an
Exempt or Categorically Excluded Not Subject to Section 58.5 environmental review.**

Project Information

Project Name: Tradeswomen Empowerment Leadership Institute (TELi)

Responsible Entity: Tradeswomen, Inc.

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: CA

Preparer: Melinda Ramirez

Certifying Officer Name and Title: Terri Golden, Board President

Consultant (if applicable): N/A

Project Location: 2057 S. Atlantic Blvd. Commerce, CA 90400

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

Workforce training program for the construction trades and supportive services for economic, health, personal growth, and community well-being.

(Supportive services include but not limited to referrals to local resources, childcare, financial barriers, counseling, wellness classes, and mentorship. Operating costs include maintenance, security, operations, utilities, furnishings, equipment, supplies, staff training, recruitment, and other incidental costs. Economic development activities include equipment purchase, inventory financing, operating expenses and similar costs not associated with construction or expansion of existing operations.)

Level of Environmental Review Determination:

☐ Activity/Project is Exempt per 24 CFR 58.34(a): _____

EXHIBIT F

Project Name

Project Locality and State

☒ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):
CENST 58.5

Funding Information

Grant Number	HUD Program	Funding Amount
2018 CDBG-DR	Workforce Development Program	Not to exceed \$2,000,000

Estimated Total HUD Funded Amount: \$2,000,000

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable):

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$2,000,000

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Flood Insurance	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

Project Name

EXHIBIT F
Project Locality and State

Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]		
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Mitigation Measures and Conditions [40 CFR 1505.2(c)]

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Law, Authority, or Factor	Mitigation Measure
N/A	

Preparer Signature:  Date: 08/11/2024Name/Title/Organization: Melinda Ramirez, Development Manager, Tradeswomen, Inc.

Responsible Entity Agency Official Signature:

 Date: 10/21/24Name/Title: Terri Golden, Board President

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

Organization Name: WINTER Program Name: TELi

DUPLICATION OF BENEFITS AFFADAVIT

INSTRUCTIONS

The affidavit is divided into three (3) components:

1. Funding Sources
2. Attachments
3. Signature of Authorized Representative

Read each component in full and provide the accurate information.

Part 1. Funding Sources

This affidavit must be completed by all applicant(s) that have applied for and/or received any assistance from the CDBG-DR funded State of California 2018 DR-Workforce Program being offered by the California Department of Housing and Community Development (HCD) and signed by the Authorized Representative. The information within this affidavit will provide the California Department of Housing and Community Development (HCD) with vital information for processing the application required by the Stafford Act Section 312 on Duplication of Benefits.

In the table below, indicate with an "X" the program(s) for which you are applying AND any program you have received funds from. Also state the purpose of the assistance and status of the funds.

Source	Purpose of Assistance <i>Ex: Economic Development public services, Rehabilitation & improvements of public facilities</i>	Current Status of Funds <i>Ex: Obligated from FEMA, Pending Approval, etc.</i>	Amount Received (\$)
<input type="checkbox"/> U.S. Department of Housing and Urban Development			0
<input type="checkbox"/> FEMA National Flood Insurance			0
<input type="checkbox"/> FEMA Individual Assistance or Public Assistance			0
<input type="checkbox"/> FEMA Hazard Mitigation Grant Program (HMGP)			0
<input type="checkbox"/> Small Business Administration			0
<input type="checkbox"/> U.S. Army Corps of Engineers			0

<input type="checkbox"/> U.S. Department of Transportation			0
<input type="checkbox"/> Federal Economic Development Agency			0
<input type="checkbox"/> CARES Act / American Rescue Plan Act			0
<input type="checkbox"/> State and Local Level Housing Department			0
<input type="checkbox"/> State and Local Emergency Management Agency			0
<input type="checkbox"/> State and Local Department of Transportation			0
<input type="checkbox"/> Insurance			0
<input type="checkbox"/> Philanthropic Funds			0
<input type="checkbox"/> Utility Settlement			0
<input type="checkbox"/> Budgeted Local Funds			0
<input type="checkbox"/> Other: _____			
<input type="checkbox"/> Other: _____			

Part 2. Attachments


Attached to this affidavit are copies of any and all acceptable document for each of the above referenced sources of funds identified as a result of the August 2018 and November 2018 fires, identified as presidentially declared disasters, DR-4382 and DR-4407.

Part 3. Signature(s)

I certify that the information provided in this affidavit is true and accurate to the best of my knowledge. I understand that if this information is not correct, it may affect the amount of any funds I may receive or may lead the recapture of disbursed funds by HCD and/or HUD.

Carlos Torres

Authorized Representative Printed Name



Authorized Representative Signature

Women in Non Traditional Employment Roles (WINTER)

Organization

11.27.2024

Date

Organization Name: Tradeswomen, Inc.

Program Name: TELi

DUPLICATION OF BENEFITS AFFIDAVIT

INSTRUCTIONS

The affidavit is divided into three (3) components:

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Read each component in full and provide the accurate information.

Part 1. Funding Sources

This affidavit must be completed by all applicant(s) that have applied for and/or received any assistance from the CDBG-DR funded State of California 2018 DR-Workforce Program being offered by the California Department of Housing and Community Development (HCD) and signed by the Authorized Representative. The information within this affidavit will provide the California Department of Housing and Community Development (HCD) with vital information for processing the application required by the Stafford Act Section 312 on Duplication of Benefits.

In the table below, indicate with an "X" the program(s) for which you are applying AND any program you have received funds from. Also state the purpose of the assistance and status of the funds.

Source INSTRUCTION NOTE: Please add further sources as necessary if they are not listed below (REMOVE THIS UPON COMPLETION)	Purpose of Assistance <i>Ex: Economic Development public services, Rehabilitation & improvements of public facilities</i>	Current Status of Funds <i>Ex: Obligated from FEMA, Pending Approval, etc.</i>	Amount Received (\$)
<input type="checkbox"/> U.S. Department of Housing and Urban Development			0
<input type="checkbox"/> FEMA National Flood Insurance			0
<input type="checkbox"/> FEMA Individual Assistance or Public Assistance			0
<input type="checkbox"/> FEMA Hazard Mitigation Grant Program (HMGP)			0
<input type="checkbox"/> Small Business Administration			0
<input type="checkbox"/> U.S. Army Corps of Engineers			0
<input type="checkbox"/> U.S. Department of Transportation			0

<input type="checkbox"/> Federal Economic Development Agency			0
<input type="checkbox"/> CARES Act / American Rescue Plan Act			0
<input type="checkbox"/> State and Local Level Housing Department			0
<input type="checkbox"/> State and Local Emergency Management Agency			0
<input type="checkbox"/> State and Local Department of Transportation			0
<input type="checkbox"/> Insurance			0
<input type="checkbox"/> Philanthropic Funds			0
<input type="checkbox"/> Utility Settlement			0
<input type="checkbox"/> Budgeted Local Funds			0
<input type="checkbox"/> Other: _____			
<input type="checkbox"/> Other: _____			

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Part 3. Signature(s)

I certify that the information provided in this affidavit is true and accurate to the best of my knowledge. I understand that if this information is not correct, it may affect the amount of any funds I may receive or may lead to the recapture of disbursed funds by HCD and/or HUD.

Terri Golden

Authorized Representative Printed Name


 Authorized Representative Signature

Tradeswomen, Inc.

Organization

08/11/2024
 Date

EXHIBIT F

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

DIVISION OF STATE / FEDERAL FINANCIAL ASSISTANCE

2020 W. El Camino Avenue, Suite 670 / 200, 95833

P. O. Box 952054

Sacramento, CA 94252-2054

(916) 263-2771

www.hcd.ca.gov

GAVIN NEWSOM, Governor



2023 CDBG-DR Application Certifications and Statement of Assurances

The Applicant hereby certifies the following:

1. Legal Authority:

It possesses the legal authority to apply for and execute the proposed activity(s) in the application.

2. Application Authorization:

Its governing body has duly adopted or passed as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information and assurances as may be required.

3. Citizen Participation:

It has or will comply timely with all citizen participation requirements, which include, at a minimum, the following components:

- A. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and moderate- income for which CDBG-DR funds are proposed to be used, and provides for participation of low- and moderate-income persons associated with disaster community recovery, and
- B. Provides citizens with timely and ADA compliant access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG-DR requirements as set forth in the applicable Federal Register Notice(s), and relating to the Applicant's proposed and actual use of CDBG-DR funds, and
- C. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee, and
- D. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times

and locations convenient to potential or actual beneficiaries and with accommodation for persons with disabilities. This shall include one public meeting during the program design, monthly performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal, and

- E. Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable, and
- F. Identifies needs of limited-English speaking residents will be met in the case of public hearings where limited-English speaking residents can reasonably be expected to participate.

4. National Objective:

It has developed its CDBG-DR Program so as to primarily benefit targeted income persons and households and each activity in the program meets the national objective: benefit to low- and moderate-income persons, certified by the grantee as such.

5. NEPA Environmental Review:

It consents to assume, and hereby assumes the responsibilities for environmental review and decision-making in order to ensure timely compliance with NEPA by following the procedures for recipients of block grant funds as set forth in [24 CFR Part 58](#), titled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities." Also included in this requirement is compliance with [Executive Order 11988](#) relating to the evaluation of flood hazards, [Section 102\(a\) of the Flood Disaster Protection Act of 1973](#) (Public Law 93-234) regarding purchase of flood insurance, and the [National Historic Preservation Act of 1966](#) (16 USC 470) and implementing regulations ([36 CFR §800.8](#)).

6. Audit/Performance Findings:

It certifies compliance with the State Controller's Office (SCO) to Single Audit Package requirements set forth in 2 CFR Part 200 for prior or future awards in excess of \$750,000.00.

7. Growth Control:

It certifies that there is no plan, ordinance, or other measure in effect which directly limits, by number, the building permits that may be issued for residential construction or the buildable lots which may be developed for residential purposes; or if such a plan, ordinance, or measure is in effect, it will either be rescinded before receiving funds, or it need not be rescinded because it:

- A. Imposes a moratorium on residential construction, to protect health and safety, for a

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Authorized Signatory Initials



specified period of time which will end when health and safety is no longer jeopardized; or,

- B. Creates agricultural preserves under [Chapter 7 \(commencing with Section 51200\) of Part 2 of Division 1 of Title 5 of the Government Code](#); or,
- C. Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission; or,
- D. The applicant is in compliance with Housing Element submission requirements found at [CA Health and Safety Code 50829](#) (ca.gov),

8. Uniform Administrative Requirements:

It will comply with the regulations, policies, guidelines and requirements of [2 CFR Part 200](#) and [24 CFR Part 85](#) and the [CDBG-DR Grant Administration Manual for 2017 and 2018 Disasters](#).

9. Nondiscrimination:

It shall comply with the following regarding nondiscrimination laws and practices as may be amended from time to time:

- A. Title VI of the Civil Rights Act of 1964 ([Public Law 88-352](#)).
- B. Title VIII of the Civil Rights Act of 1968 ([Public Law 90-284](#)) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.
- C. [Section 109 of the Housing and Community Development Act of 1974](#), as amended.
- D. [Section 3 of the Housing and Urban Development Act of 1968](#), as amended.
- E. [Executive Order 11246](#), as amended by Executive Orders 11375 and 12086.
- F. [Executive Order 11063](#), as amended by Executive Order 12259.
- G. Section 504 of the Rehabilitation Act of 1973 ([Public Law 93-112](#)), as amended, and implementing regulations.
- H. The Age Discrimination Act of 1975 ([Public Law 94-135](#)).

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10. Anti-Displacement/Relocation:

It will comply with the Federal Relocation Act ([42 U.S.C. 4601 et seq.](#)) and the acquisition and relocation requirements of the URA, as amended, and implementing regulations at [49 CFR part 24](#).

11. Labor Standards:

It will comply with the following regarding labor standards as may be amended from time to time:

- A. [Section 110 of the Housing and Community Development Act of 1974](#), as amended.
- B. [Section 1720, et seq. of the California Labor Code](#) regarding public works labor standards.
- C. Davis-Bacon and Related Acts as amended ([40 U.S.C. §276\(a\)](#)) regarding the payment of prevailing wage rates.
- D. Contract Work Hours and Safety Standards Act ([40 U.S.C. §3702](#)) regarding overtime compensation.
- E. Anti-Kickback Act of 1934 ([41 U.S.C. §51-58](#)) prohibiting "kickbacks" of wages in federally assisted construction activities.

12. Architectural Barriers:

It will comply with the Architectural Barriers Act of 1968 ([42 U.S.C. §4151 et seq.](#)) and implementing regulations ([24 CFR Parts 40-41](#))

13. Conflict of Interest:

It will enforce standards for conflicts of interest which govern the performance of their officers, employees, or agents engaged in the award and administration, in whole or in part, of State CDBG-DR grant funds ([24 CFR §570.611](#)).

14. Limitations on Political Activities:

It will comply with the Hatch Act ([5 U.S.C. §1501, et seq.](#)) regarding political activity of employees.

15. Lead Based Paint:

It will comply with the Lead-Based Paint Regulations ([24 CFR Part 35](#)) which prohibit the use of lead-based paint on projects funded with CDBG-DR funds.

16. Debarred Contractors:

It certifies that neither the applicant or its staff are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the CDBG-DR program, per the Excluded Party List System located at <https://www.sam.gov/SAM/>. In addition, the applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the CDBG-DR program under the provisions of [24 CFR Part 24](#).

17. Inspection of Grant Activities:

It will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

18. Cost Recovery:

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG-DR funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

- A. CDBG-DR funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of public improvements that are financed from revenue sources other than CDBG-DR funds; or
- B. For purposes of assisting any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income, that it lacks sufficient funds received from CDBG-DR Program to comply with the requirements of this clause.

19. Procurement:

It will follow the federal procurement policies per [24 CFR §200.317 et seq.](#)

20. Excessive Force:

It will adopt and enforce policies:

- A. Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and

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Revised 08/24/2023.

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- B. Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

21. Anti-Lobbying:

- A. It certifies and agrees that 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 in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement per [24 CFR 87](#).
- 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 in connection with the 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.

22. Compliance with Laws:

The Applicant will comply with all applicable laws, rules, regulations, requirements and policies and procedures governing the activities being applied for herein and all funding provided therefor.

23. Compliance with Community Block Development Grant Disaster Recovery (CDBG-DR) grants:

- A. It certifies and agrees to comply with Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 ([42 U.S.C. 5121 et seq.](#)), for necessary expenses related to disaster relief.
- B. It certifies and agrees to comply with all applicable the Laws, Regulations, and Federal Register Notice's - [CDBG-DR Laws, Regulations, and Federal Register Notices | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)



I hereby certify under penalty of perjury that all information contained in this Statement of Assurances (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this certification, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution and fines.

Carlos Torres

Printed Name of Authorized Representative (*per the Resolution*)



Executive Director

11.27.2024

Signature

Title

Date

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18-DR Workforce Development -23005

Approved Date: 10/24/2003

Prep. Date: 5/13/2025

EXHIBIT F

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

DIVISION OF STATE / FEDERAL FINANCIAL ASSISTANCE

2020 W. El Camino Avenue, Suite 670 / 200, 95833

P. O. Box 952054

Sacramento, CA 94252-2054

(916) 263-2771

www.hcd.ca.gov



2023 CDBG-DR Application Certifications and Statement of Assurances

The Applicant hereby certifies the following:

1. Legal Authority:

It possesses the legal authority to apply for and execute the proposed activity(s) in the application.

2. Application Authorization:

Its governing body has duly adopted or passed as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information and assurances as may be required.

3. Citizen Participation:

It has or will comply timely with all citizen participation requirements, which include, at a minimum, the following components:

- A. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and moderate- income for which CDBG-DR funds are proposed to be used, and provides for participation of low- and moderate-income persons associated with disaster community recovery, and
- B. Provides citizens with timely and ADA compliant access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG-DR requirements as set forth in the applicable Federal Register Notice(s), and relating to the Applicant's proposed and actual use of CDBG-DR funds, and
- C. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee, and
- D. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times

and locations convenient to potential or actual beneficiaries and with accommodation for persons with disabilities. This shall include one public meeting during the program design, monthly performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal, and

- E. Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable, and
- F. Identifies needs of limited-English speaking residents will be met in the case of public hearings where limited-English speaking residents can reasonably be expected to participate.

4. National Objective:

It has developed its CDBG-DR Program so as to primarily benefit targeted income persons and households and each activity in the program meets the national objective: benefit to low- and moderate-income persons, certified by the grantee as such.

5. NEPA Environmental Review:

It consents to assume, and hereby assumes the responsibilities for environmental review and decision-making in order to ensure timely compliance with NEPA by following the procedures for recipients of block grant funds as set forth in [24 CFR Part 58](#), titled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities." Also included in this requirement is compliance with [Executive Order 11988](#) relating to the evaluation of flood hazards, [Section 102\(a\) of the Flood Disaster Protection Act of 1973](#) (Public Law 93-234) regarding purchase of flood insurance, and the [National Historic Preservation Act of 1966](#) (16 USC 470) and implementing regulations ([36 CFR §800.8](#)).

6. Audit/Performance Findings:

It certifies compliance with the State Controller's Office (SCO) to Single Audit Package requirements set forth in 2 CFR Part 200 for prior or future awards in excess of \$750,000.00.

7. Growth Control:

It certifies that there is no plan, ordinance, or other measure in effect which directly limits, by number, the building permits that may be issued for residential construction or the buildable lots which may be developed for residential purposes; or if such a plan, ordinance, or measure is in effect, it will either be rescinded before receiving funds, or it need not be rescinded because it:

- A. Imposes a moratorium on residential construction, to protect health and safety, for a

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Revised 08/24/2023.

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specified period of time which will end when health and safety is no longer jeopardized; or,

- B. Creates agricultural preserves under [Chapter 7 \(commencing with Section 51200\) of Part 2 of Division 1 of Title 5 of the Government Code](#); or,
- C. Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission; or,
- D. The applicant is in compliance with Housing Element submission requirements found at [CA Health and Safety Code 50829](#) (ca.gov),

8. Uniform Administrative Requirements:

It will comply with the regulations, policies, guidelines and requirements of [2 CFR Part 200](#) and [24 CFR Part 85](#) and the [CDBG-DR Grant Administration Manual for 2017 and 2018 Disasters](#).

9. Nondiscrimination:

It shall comply with the following regarding nondiscrimination laws and practices as may be amended from time to time:

- A. Title VI of the Civil Rights Act of 1964 ([Public Law 88-352](#)).
- B. Title VIII of the Civil Rights Act of 1968 ([Public Law 90-284](#)) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.
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- D. [Section 3 of the Housing and Urban Development Act of 1968](#), as amended.
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- H. The Age Discrimination Act of 1975 ([Public Law 94-135](#)).

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10. Anti-Displacement/Relocation:

It will comply with the Federal Relocation Act ([42 U.S.C. 4601 et seq.](#)) and the acquisition and relocation requirements of the URA, as amended, and implementing regulations at [49 CFR part 24](#).

11. Labor Standards:

It will comply with the following regarding labor standards as may be amended from time to time:

- A. [Section 110 of the Housing and Community Development Act of 1974](#), as amended.
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- D. Contract Work Hours and Safety Standards Act ([40 U.S.C. §3702](#)) regarding overtime compensation.
- E. Anti-Kickback Act of 1934 ([41 U.S.C. §51-58](#)) prohibiting "kickbacks" of wages in federally assisted construction activities.

12. Architectural Barriers:

It will comply with the Architectural Barriers Act of 1968 ([42 U.S.C. §4151 et seq.](#)) and implementing regulations ([24 CFR Parts 40-41](#))

13. Conflict of Interest:

It will enforce standards for conflicts of interest which govern the performance of their officers, employees, or agents engaged in the award and administration, in whole or in part, of State CDBG-DR grant funds ([24 CFR §570.611](#)).

14. Limitations on Political Activities:

It will comply with the Hatch Act ([5 U.S.C. §1501, et seq.](#)) regarding political activity of employees.

15. Lead Based Paint:

It will comply with the Lead-Based Paint Regulations ([24 CFR Part 35](#)) which prohibit the use of lead-based paint on projects funded with CDBG-DR funds.



16. Debarred Contractors:

It certifies that neither the applicant or its staff are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the CDBG-DR program, per the Excluded Party List System located at <https://www.sam.gov/SAM/>. In addition, the applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the CDBG-DR program under the provisions of [24 CFR Part 24](#).

17. Inspection of Grant Activities:

It will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

18. Cost Recovery:

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG-DR funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

- A. CDBG-DR funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of public improvements that are financed from revenue sources other than CDBG-DR funds; or
- B. For purposes of assisting any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income, that it lacks sufficient funds received from CDBG-DR Program to comply with the requirements of this clause.

19. Procurement:

It will follow the federal procurement policies per [24 CFR §200.317 et seq.](#)

20. Excessive Force:

It will adopt and enforce policies:

- A. Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and

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- B. Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

21. Anti-Lobbying:

- A. It certifies and agrees that 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 in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement per [24 CFR 87](#).
- 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 in connection with the 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.

22. Compliance with Laws:

The Applicant will comply with all applicable laws, rules, regulations, requirements and policies and procedures governing the activities being applied for herein and all funding provided therefor.

23. Compliance with Community Block Development Grant Disaster Recovery (CDBG-DR) grants:

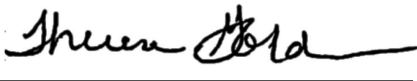
- A. It certifies and agrees to comply with Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 ([42 U.S.C. 5121 et seq.](#)), for necessary expenses related to disaster relief.
- B. It certifies and agrees to comply with all applicable the Laws, Regulations, and Federal Register Notice's - [CDBG-DR Laws, Regulations, and Federal Register Notices | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)



I hereby certify under penalty of perjury that all information contained in this Statement of Assurances (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this certification, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution and fines.

Terri Golden

Printed Name of Authorized Representative (per the Resolution)



Board President

10/21/2024

Signature

Title

Date

Department of Housing and Community
Development
Revised 08/24/2023.

2023 CDBG-DR NOFA
Authorized Signatory Initials



All costs listed below have been verified as reasonable and necessary to carry out the activities of the program. Internet searches, phone calls, and store visits were performed to compare prices with similar products or services, and all quoted prices were found to be the least expensive or a better value in comparison. Documentation of price comparisons are on file and available upon request.

BUDGET COSTS BY LINE ITEM

ACTIVITY COSTS: \$1,466,020

5 – TELi Program Staff \$546,020 (annual salary + 18% fringe)

- Program Manager, oversees TELi program and staff (\$125,135 + \$22,524) \$147,659
- Contracts Manager, ensures data quality/accuracy and compliance with all policies/regulations (\$118,454 + \$21,322) \$139,776
- Outreach Coordinator, conducts outreach, recruits participants (\$106,608 + \$19,190) \$125,798
- Instructor, delivers workforce training program (\$112,531 + \$20,256) \$132,787

6 – Instruction Materials, Curriculum, Outreach, Mileage \$144,000

- Instructional supplies (workbooks, pens/pencils) \$20,000
- Marketing materials (flyers, paid promotions on social media) \$24,000
- Mileage (outreach) \$45,000
- Curriculum development \$55,000

7 – Certification Fees \$56,000 (for 120 participants)

- Additional industry credentials (\$467 each x 120) \$56,000

8 – Computers & Equipment \$25,000 (for 8 workstations for participant use)

- Computer, monitor & accessories (\$1,925 each x 8) \$15,400
- Desk, chair, power strip (\$1,150 each x 8) \$9,200
- Locking file cabinet \$400

9 – Staff Training, Program Evaluation \$39,000

10 – Supportive Services \$402,000 (for 120 participants)

- Counseling (\$1,200 each x 120) \$144,000
- Childcare (\$1,600 each x 120) \$192,000
- Financial barriers (\$467 each x 120) \$56,000
- Resumes \$10,000

11 – Outreach & Recruitment Events \$71,000 (for 6 events)

- Recruitment events/fairs (\$11,833 each x 6) \$71,000

12 – Wellness Elective Classes \$100,000

- Partner Unity Church, flat fee for yoga, fitness, nutrition classes \$100,000

13 – Legal Training & Advocacy \$68,000

- Partner Equal Rights Advocates, flat fee for legal training/info \$68,000

14 – Graduations \$15,000 (for 6 cohorts)

- Graduation events for networking opportunities (\$2,500 each x 6) \$15,000

18-DR Workforce Development -23005

Approved Date: 10/24/2003

Prep. Date: 5/13/2025

ACTIVITY DELIVERY COSTS: \$347,200

17 – Financial Audits, Policy Analyst & Staff Travel \$80,500

- Financial Audits (WINTER and TWI \$15,000 x 2) \$30,000
- Policy analyst (ensures compliance) \$17,000
- Travel costs (TWI staff to visit TELi site for 22.3 wks at \$1,500/wk) \$33,500

18 – Staff Time to Manage TELi \$206,700 (*annual salary + fringe x % time dedicated to TELi*)

- TWI Finance Director (\$159,000 x 30% FTE) \$47,700
- TWI Marketing Director (\$159,000 x 30% FTE) \$47,700
- TWI Development Director (\$159,000 x 40% FTE) \$63,600
- WINTER Executive Director (\$159,000 x 30% FTE) \$47,700

19 – IT (Database, Software) \$60,000

INDIRECT COSTS: \$181,322

23 – De Minimis rate \$181,322 (*10% of direct costs*)

- Activity (\$1,466,020 x 10%) \$146,602
- Activity Delivery (\$347,200 x 10%) \$34,720

Equity Survey: 70029620

Linked Form

TELi - Tradeswomen Empowerment Leadership Institute

Equity Survey

Executive order 13985 on “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” mandates a new or renewed commitment to non-discrimination and equity with CDBG-DR funds to engage with protected classes, vulnerable population and underserved community which include but are not limited to: people of color, people with disabilities, people with limited English proficiency, people in rural areas, members of religious minorities, people who are LGBTQIA+, and other underserved communities, and to allocate federal resources in a way that advances fairness and equity. HCD seeks to ensure protected classes, vulnerable populations, and underserved communities are fully engaged in the recovery and rebuilding process.

Directions:

Complete the following survey questions which identify the capacity of project jurisdiction/organization to meet the federal and state equity requirements for use of grant funds. For equity this includes how applicant jurisdictions/organizations will eliminate barriers to participation in programs funded by HCD, encourage inclusive and equitable participation via communications planning throughout the region and document targeted participation of protected classes, vulnerable populations, and underserved communities.

Responses to questions within this survey does not affect eligibility to participate in the grant program.

Upload applicable supporting documentation via the Grants Network application portal as identified.

HELP TEXT: In addition to the protected classes that fall under federal law (race, color, religion, sex, disability, familial status or national origin), the State of California also includes the following protected classes: Age, Race, color (including hair texture and style), Ancestry, national origin, Religion, Disability, including mental and/or physical, sex, gender, sexual orientation, gender identity, gender expression, genetic information (such as likelihood of gene mutation or chronic disorder), marital status, national origin, familial status (households with children under age 18, pregnant, or pursuing, legal custody of children under 18), source of income, including Section 8 Housing Choice Vouchers and other forms of rental assistance, immigration status, primary language, citizenship, Military/Veteran status, arbitrary discrimination.

Questions for Applicant:

1. Have you implemented previous federal or local funding allocations in a manner that addressed historic inequities and/or increased disaster resilience in protected classes, vulnerable populations, and underserved communities?

Yes

If yes, please explain.

TWI has been recipients of several federal grants, including the Women in Apprenticeship and Non Traditional Occupations (WANTO) since 2015. The purpose of this grant is to address the underrepresentation and inequalities faced by women in the construction industry.

2. Has the project jurisdiction/organization completed an analysis of protected classes, vulnerable populations, and underserved community disparities in its participation area?

Yes

If yes, provide a description how you utilize the analysis for action in the proposed program design.

In West Los Angeles, where a significant portion of the population consists of people of color, community experts emphasize limited economic upward mobility. The informal economy sees a notable presence of immigrants. The lack of exposure to post-high school education or alternative employment pathways hinders access to higher-paying jobs. High school graduation rates vary across ethnic groups, with Asian students leading at 94 percent, followed by white (86 percent), Latino/a (81 percent), Black (76 percent), and Native American students (61 percent). In West Los Angeles, 18 percent of adults lack a high school diploma, aligning with the state average but exceeding the national average of 12 percent. Although West Los Angeles boasts a median household income higher than the national average (\$76,919 versus \$70,036), significant racial disparities exist in per capita income. Black residents earn approximately \$29,500 less than their white counterparts, while Latino/a residents earn roughly \$40,000 less. Predominantly Black communities in the area have the lowest per capita income, while communities with residents identifying as two or more races, Pacific Islander, and/or Native American earn more than predominantly Black communities but less than those predominantly identifying as Latino/a. Community experts stress the importance of addressing not only wage gaps between racial groups but also gender-based gaps within these groups. Overall, expanding education opportunities and improving exposure to various employment pathways are crucial for enhancing economic prospects in West Los Angeles. Based on these findings, the TELi program aims to address disparities in wealth and opportunity by prioritizing participants for people of color, low income, limited education, limited English proficiency, disabled, and other disadvantaged groups.

3. Does your project jurisdiction/organization have processes in place to collect participation demographic data in its proposed project?

Yes

If yes, please explain your jurisdiction/organization's process.

Our database software, Salesforce, has data recording, reporting and analytical capabilities built in. Participants will provide demographic and income information at the time of program application/intake.

4. Does the project jurisdiction/organization have an advisory body for community level planning?

Yes

If yes, does the advisory body address disparities to protected classes, vulnerable populations and underserved communities?

Yes

5. Does the project jurisdiction/organization have written policies and procedures to address any of the following, if yes, please check all that apply:

1. Combat discrimination?, 2. Overcome historic and present patterns of segregation, 3. Foster inclusive communities, 4. Address barriers to opportunity or participation based on federally protected classes

6. Do you keep a contact list of diverse community leaders and organizations whom you have engaged in past strategies?

Yes

If yes, have you engaged with them at least once in the last year?

Yes

7. Do you have a process to collect past complaints or negative impacts reported by residents or stakeholders, and is that feedback used to improve policies and procedures

Yes

If yes, please provide details on your jurisdiction/organization's process.

The Organization is dedicated to creating and maintaining an atmosphere of diversity, equity, and inclusion for all. The full anti-discrimination policy and complaints procedures are attached to this application.

8. Please upload any supporting documentation the project jurisdiction/organization has related to equitable participation.

WINTER TWI LA_TELi_Anti Discrimination Policy_2024.11.26.pdf

Equity Survey: File Attachments

8. Please upload any supporting documentation the project jurisdiction/organization has related to equitable participation.

WINTER TWI LA_TELi_Anti Discrimination Policy_2024.11.26.pdf

Tradeswomen Empowerment Leadership Institute (TELi) Program Policy Against Harassment, Discrimination, and Retaliation

The Tradeswomen Empowerment Leadership Institute (TELi) Program is dedicated to creating and maintaining an atmosphere of diversity, equity, and inclusion for all.

The success of our program is made possible by gathering the experiences, knowledge, and perspectives of all people. We celebrate differences in race, religion, creed, color, national origin, sex (including pregnancy, childbirth, and medical conditions related to pregnancy, childbirth, or breastfeeding), sex stereotyping (including assumptions about a person's appearance or behavior, gender roles, gender expression, or gender identity), sexual orientation, gender identity, gender expression, age, ancestry, physical or mental disability, genetic information, medical condition, marital status, military or veteran status, citizenship status and all the various backgrounds that help shape us all.

The Program's commitment to diversity applies to outreach, recruitment, enrollment, and participation practices, policies, and procedures. All participants, potential participants, instructors, staff, partners, subcontractors, interns, volunteers, Board Members, and others involved in the program are expected to treat each other, and be treated, with respect and dignity. We seek to foster an environment that promotes:

- A healthy, collaborative, and courteous atmosphere.
- Engagement from all staff and participants that allows for more varied insights.
- Adjustability, where appropriate, to allow for an individual's personal needs.
- Initiatives from the Program and the participants that encourage individual and community growth

The Program is committed to providing an environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity or expression, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Program policy. Such conduct by or towards any employee, volunteer, subcontractor, participant, vendor or anyone else who does business with the Program will not be tolerated. Any employee who violates this policy will be subject to disciplinary action, up to and including termination of employment. To the extent a volunteer, participant, vendor or other person with whom the Program does business with engages in unlawful harassment or discrimination, the Program will take appropriate corrective action, up to and including removal from the Program.

Names / Pronouns: Participants have the right to be addressed by the name and pronoun that correspond to their gender identity, upon request. A court-ordered name or gender change is not required. The intentional or persistent refusal to respect a participant's gender identity (for example, intentionally referring to the participant by a name or pronoun that does not correspond to the participant's gender identity) can constitute harassment and is a violation of this policy. If you are unsure what pronoun a transitioning participant might prefer, you can politely ask how they would like to be addressed.

Prohibited Conduct: Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

- a. Submission to such conduct is made either explicitly or implicitly a term condition of an individual's engagement;

- b. Submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's engagement; or
- c. It creates a hostile or offensive work or learning environment.

Prohibited harassment includes (but is not limited to) unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories. Transmitting harassing material through the Organization's electronic communications system or through other on-line conduct is prohibited.

Complaint Procedure: TELi accords each participant the right to be heard on any concern of discrimination or abusive behavior. Participants, staff, board members, volunteers, or subcontractors who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by a participant, staff, subcontractor, customer, vendor or anyone else who does business with the Program, should immediately report such conduct to the Program Manager, any other member of management (including the Board and Human Resources), or the chairperson of the board of directors.

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No participant, staff, volunteer, subcontractor, client, vendor or other person who does business with this Program is exempt from the prohibitions in this policy. In response to every complaint, the Program will conduct an investigation that may involve interviewing witnesses if warranted and, if improper conduct is found, take appropriate corrective action.

To the extent that a participant, staff, volunteer, or subcontractor, is not satisfied with the Program's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement Organization for legal relief.

Legislative: 70028803

Linked Form Applications

TELi - Tradeswomen Empowerment Leadership Institute

Legislative Data

HCD is legally obligated to ensure that legislative representatives, from both U.S. Congress and the California State Legislature, are informed about the programs and projects funded through HCD administered resources. As legislative districts are periodically updated and representatives change, it is important that our jurisdiction partners keep us informed of the different legislators with an interest in CDBG-DR funded Activities.

Please complete the information below for your proposed Activity to confirm we have your most current legislative representation documented. Please use the full-service area of your program or project to determine which congressional and legislative representatives should be notified. If your service area crosses legislative borders, please include information for all congressional and legislative representatives whose constituents will be eligible for the Activity. This means you may have two or more representatives at the U.S. House of Representatives, California State Senate, and California State Assembly. Indicate how many members for each legislative body need to be informed and then include all of the requested information. Failure to complete this section thoroughly will result in a lack of notifications, and can impact your future eligibility for awards. If you have any questions in regard to completing any sections of this form, please reach out to the CDBG-DR Workforce team for further guidance.

1. Indicate the number of Congress Representative(s) that are in the boundaries of this activity/project?

1

2. Indicate the number of State Senator(s) that are in the boundaries of this activity/project?

1

3. Indicate the number of State Assembly Member(s) that are in the boundaries of this activity/project?

1

Congress person #1 First Name:

Robert

Congress person #1 Last Name:

Garcia

Congress person #1 District Number:

42

Congress person #1 Street Address:

415 West Ocean Blvd. Suite 2803 Long Beach, CA 90802

State Senator #1 First Name:

Maria Elena

State Senator #1 Last Name:

Durazo

State Senator #1 District Number:

26

State Senator #1 Room Number:

7,530

State Assembly Member #1 First Name:

Miguel

State Assembly Member #1 Last Name:

Santiago

State Assembly Member #1 District Number:

54

18-DR Workforce Development -23005

Approved Date: 10/24/2003

Prep. Date: 5/13/2025

State Assembly Member #1 Room Number:
1,050

By typing my name, I hereby understand and certify the legislative data provided herein is true, and correct as presented:
Melinda Ramirez

EXHIBIT G

SUBRECIPIENT PROFILE

Primary Subrecipient Information

Women In Non Traditional Employment Roles (WINTER)

Linked Applicant

grants@tradeswomen.org

First name

Carlos

Last name

Torres

Phone Number

2137493970

Email

info@winterwomen.org

Title

Executive Director

Company

Women in Non Traditional Employment Roles

Company Website

www.winterwomen.org

City

Commerce

State

US-CA

Jurisdiction/Organization Information

Organization Name

Women in Non Traditional Employment Roles

Employer Identification Number (EIN)

94-4513961

DUNS

136794794

Authorized Representative

Carlos Torres

Organization Address

18-DR Workforce Development-23005

Approved Date: 10/24/2023

Prep. Date: 5/13/2025

EXHIBIT G

SUBRECIPIENT PROFILE

Address

2057 S. Atlantic Blvd.

City

Commerce

State

US-CA

County

Los Angeles

Congressional District/Region

42

Zip

90706

Phone

2137493970

Co-Subrecipient Information
TRADESWOMEN, INCORPORATED

Linked Applicant

grants@tradeswomen.org

First name

Melinda

Last name

Ramirez

Phone Number

2093464851

Email

mr Ramirez@tradeswomen.org

Title

Development Manager

Company

Tradeswomen, Inc.

Company Website

<https://tradeswomen.org/>

18-DR Workforce Development-23005

Approved Date: 10/24/2023

Prep. Date: 5/13/2025

EXHIBIT G

SUBRECIPIENT PROFILE

City

Walnut Creek

State

US-CA

Jurisdiction/Organization Information

Organization Name

Tradeswomen, Incorporated

Employer Identification Number (EIN)

94-2628867

DUNS

782820463

Authorized Representative

Juanita Douglas

Organization Address

Address

1400 Shattuck Ave. Suite 12 #348

City

Berkeley

State

US-CA

County

Alameda

Congressional District/Region

Zip 12

94709

Phone

2093464851