

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 17-MITPPS-21032	PURCHASING AUTHORITY NUMBER (if Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME

City of San Buenaventura

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

6/25/2025

3. The maximum amount of this Agreement is:

\$500,000.00

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

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

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

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

CONTRACTOR

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

City of San Buenaventura (Ventura)

CONTRACTOR BUSINESS ADDRESS

501 Pali Street

CITY

Ventura

STATE

CA

ZIP

93001

PRINTED NAME OF PERSON SIGNING

Alex D. McIntyre

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

7/18/22

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 17-MITPPS-21032	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Avenue

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Rebecca Taylor

TITLE

Contract Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Rebecca Taylor

DATE SIGNED

07/31/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

California Department of General Services Exempt per; SCM Vol. 1, 4.04.A.3 (DGS memo dated 6/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

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

2. Scope of Agreement

A. **Grant Funds**

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

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

B. **Implementation of Agreement**

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

EXHIBIT A

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

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

3. **Subrecipient Scope of Work**

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

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

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

EXHIBIT A

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

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

4. Effective Date and Commencement of Work

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

5. Term of Agreement and Performance Milestones

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

EXHIBIT A

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

Failure to meet performance milestones:

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

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

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

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

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

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

EXHIBIT A

Sacramento, CA 94252-2054

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

EXHIBIT B

BUDGET DETAILS AND PAYMENT PROVISIONS

1. **Budget**

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

2. **Availability of Funds**

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

3. **Expenditure of Funds**

A. Project and Activity Costs

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

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

B. Priority of Funds

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

C. Withholding Funds

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

EXHIBIT B

D. Disencumbering Funds

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

E. Indirect Costs

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

F. Compliance with the OMB Uniform Guidance Audit Requirements

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

G. Grant Administration

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

4. Method of Payment

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

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

EXHIBIT B

A. Reimbursements for Costs Incurred

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

B. Final Financial Reports

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

5. Recapture of Funds

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

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

EXHIBIT B

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

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

6. **Project Budget Revisions and Amendments**

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

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

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

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

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

7. **Project and Activity Closeout Procedures**

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

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

EXHIBIT B

activities, costs, beneficiaries, and National Objective;

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

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

8. **Document Retention Policy**

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

EXHIBIT D

CDBG-MITIGATION TERMS AND CONDITIONS

1. Definitions

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

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

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

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

Household - One or more persons occupying a housing unit.

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

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

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

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

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

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

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

EXHIBIT D

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

2. National Objectives

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

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

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

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

3. Duplication of Benefits

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

EXHIBIT D

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

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

4. **Remedies and Termination for Noncompliance**

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

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

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

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

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

EXHIBIT D

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

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

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

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

EXHIBIT D

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

There are two levels of appeal available to aggrieved subrecipients:

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

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

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

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

6. Severability

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

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

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

7. Waivers

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

8. Uniform Administrative Requirements

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

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

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

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

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

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

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

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

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

11. **Equal Opportunity Requirements and Responsibilities**

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

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

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

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employment.

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

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

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

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

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

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

Section 3 Clause

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

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

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

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

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

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

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

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

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

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

14. **Environmental Compliance**

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

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

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

15. **Procurement**

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

16. **Procurement of Recovered Materials**

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

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

17. **Construction Standards**

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

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

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

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

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

Sustainability Requirements

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

National Floodplain Elevation Standards

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

Wildland-Urban Interface Building Codes (WUI Codes)

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

18. Federal Labor Standards Provisions

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

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

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

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

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

19. State Prevailing Wages

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

20. Agreements with Contractors

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

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

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

- C. Contractors shall:

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

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

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

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violate the policy.

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

21. Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

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

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

23. Prohibition Against Payments of Bonus or Commission

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

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

24. Reporting Requirements

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

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

25. Fiscal Controls

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

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

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

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

26. **Monitoring Requirements**

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

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

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

EXHIBIT D

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

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

EXHIBIT D

28. Signs

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

29. Insurance

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

30. Anti-Lobbying Certification

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

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

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

31. Conflict of Interest

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

EXHIBIT D

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

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

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

33. **Energy Policy and Conservation Act**

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

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

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

EXHIBIT D

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

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

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

1. Application Review

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

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

2. Risk Assessment

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

3. Special Conditions

Pursuant to the Department's initial Risk Assessment, Subrecipient agrees to adhere to the following Special Conditions:

1. Procurement:

Subrecipient will develop and implement procurement policies and procedures that demonstrate conformity with 2 CFR Part 200.318-327 and applicable Federal Register Notices, in conjunction with technical assistance from the Department. The Subrecipient will submit the procurement policies and procedures to the Department for a review of sufficiency. Procurement 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 procurement work performed by the Subrecipient and prior to reimbursement/drawdown of any MIT-PPS funds

EXHIBIT E

2. **Davis Bacon**

Subrecipient will develop and implement Davis-Bacon and Related Acts (DBRA) (40 U.S.C. 3141-3144) federal labor policies and procedures and to maintain long-term federal labor compliance monitoring policies and procedures, in conjunction with technical assistance from the Department. The Subrecipient will submit the DBRA federal labor compliance monitoring policies and procedures to the Department for a review of sufficiency. DBRA federal labor compliance monitoring 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 MIT-PPS funds.

3. **Timekeeping**

Subrecipient will develop and implement policies and procedure for submitting, reviewing, and tracking staff time consistent with Subrecipient requirements outlined in the Standard Agreement between the Subrecipient and the Department. The Subrecipient will submit the timekeeping policies and procedures to the Department for a review of sufficiency. The timekeeping 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 MIT-PPS funds.

4. **Financial Management**

Subrecipient will develop and implement policies and procedure that demonstrate conformity with financial management requirements outlined in 2 CFR 200.302 and applicable Federal Register Notices, in conjunction with technical assistance from the Department. The Subrecipient will submit the financial management policies and procedures to the Department for a review of sufficiency. The financial 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 MIT-PPS funds

EXHIBIT F

PROGRAM APPLICATION and ADDITIONAL PROVISIONS

City of San Buenaventura - Homeless Services and Support Task Force.

1. **Project Overview**

See attached application below.

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

Benefit to Low-and Moderate-Income – Limited Clientele

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

- Total beneficiaries:
- Total low/mod beneficiaries:

2017 CBDG MIT-PPS City of San Buenaventura Homeless Services & Support Task Force Scope of Work

1. Detailed Activity Description

This project will focus on developing a new Homeless Services and Support Task Force. The program will enhance collaboration between departments to focus resources for homeless individuals residing in environmentally sensitive areas, make a connection with services, and provide education on living in unsheltered environments.

The New Homeless Services and Support Task Force will be the guiding team to add heightened concentration of supportive services, education, and care to ensure safety and encourage movement out of homelessness. The group of individuals are currently trained to work with vulnerable populations and this new opportunity will allow the team to seek out individuals that are homeless (categorically LMI) in encampment areas and dedicate significant time to assistance-based services. The group will continually focus on the goal to move vulnerable individuals out of disaster areas and educate them related to the why. The collection of expertise in multiple areas on one responsive team is a new and progressive approach to engaging with the vulnerable unsheltered population.

At this time there is no emergency plan created for the open areas where many vulnerable individuals reside. The Homeless Services and Support Task Force's consistent engagement in homeless encampments will result in a practical plan which will decrease the risk of loss of life and property. Addressing this urgent need reduces the impact on this highly sensitive area within our community, and the individuals who reside within it. As an example, mitigating the potential origin of homeless encampment fires, and having a verifiable plan for others, strengthens the community and benefits our City as a whole.

The public service component to educate on disaster preparedness and response will equip our vulnerable population with the tools needed to understand changing conditions and know how to appropriately respond to each one.

The program will leverage best practices and provide education on creating safe fires, protecting oneself from the wind, understanding flood emergencies, and ultimately developing individual disaster/evacuation plans. The program will provide resources and personalized information to homeless individuals related to disaster planning and response.

The program will create evacuation zones by removing debris and brush and install signage and maintain evacuation zones for the safe usage by individuals as well as for the response needs of emergency personnel.

The program will compile data and map the open areas to understand migration and movement trends better within this population, which will lead to the identification of hazard areas that need debris and brush removal to better protect this vulnerable population.

As the team consistently engages, supporting individuals out of homelessness and mitigating brush and debris matters, the number of encampments will both decrease in size and decrease all together when the individual is no longer without shelter. This will, in turn, prevent the optics of an area within our City that currently attracts negative comments surrounding the individuals and blight.

The increase of fires in our community, and the impending future disaster surrounding flood and earthquakes, coupled with a population that is, in its entirety, vulnerable in every way, makes for an area that is in urgent need of heightened and purposeful directed response that is frequent and consistent.

The project will take place in the area south of Olivas Park Drive, east of Harbor Boulevard, west of the Olivas Links Golf Course, and north of the Santa Clara River. This area is located in the County of Ventura, a MID-area. The 2017 Thomas Fire qualifies the City of Ventura as a MID area as associated with DR-4353.

The proposed beneficiaries of this project are the unhoused/homeless population living in the project area. The nature of homelessness are individuals in poverty and those with extremely low income. The team's main concentration of efforts and resources are garnered toward the unsheltered population with the overarching goal of reducing the amount of time in precarious outdoor living situations. There is an urgent need within the population due to increased fires, COVID-19, and the fact that the majority of places they reside are not meant for human habitation.

Consistent engagement and education in homeless encampments will result in a practical plan which will decrease the risk of loss of life and property. Educating on disaster preparedness and response will provide this vulnerable population with the tools needed to understand changing conditions and know how to appropriately respond to each one.

The identified vulnerable population would be educated related to threats surrounding their housing situation in the areas they camp. The disparate living conditions, in zones which are susceptible to fires, floods, and the aftereffects of earthquakes will be discussed with focused concern on personal safety. With every interaction, social services will be offered to encourage movement into housing and out of the dangerous living situations. For those who move into housing, the risks fully alleviate; and those who are not yet ready for housing will be properly advised on how to mitigate immediate risks with their daily behaviors.

As an example of what will physically occur, the team will take note of areas that are showing signs of increased issues, for instance frequent fires, and will work aggressively to improve the areas. This can include brush mitigation, debris removal, safe relocation of a campsite, and teaching moments with those who are producing the concerning behaviors.

Evacuation zones will be created, signed, and kept clear from debris and brush so individuals can easily and quickly leave in a time of heightened stress. This will also enable first responders to enter the open areas in easy to access ways and immediately respond to the need.

The project will take place over 36 months starting at the time of standard agreement execution.

2. Deliverable Narrative

Deliverable 1: Outreach and education through Homeless Services and Support Task Force.

Deliverable 2: Procure all-terrain emergency access utility.

Deliverable 3: Create fire safety pamphlet to distribute for educational purposes.

Deliverable 4: Create disaster and evacuation plans.

Deliverable 5: Improve areas documented with increased issues (brush mitigation, debris removal, safe relocation of camp sites).

Deliverable 6: Quarterly Activity Reports

Deliverable 7: Quarterly Financial Reports

3. Task Narrative

Deliverable 1: Outreach and education through Homeless Services and Support Task Force

- Task 1: Create a Homeless Services and Support Task Force.
- Task 2: Conduct ongoing outreach and education to unsheltered population.
- Task 3: Offer materials for individuals to stay connected with the team and to access services when desired.
- Task 4: Track contacts and data through the Homeless Management Information System.

Deliverable 2: Procure all-terrain emergency access utility.

- Task 1: Issue procurement for all-terrain emergency access utility.
- Task 2: Review procurement responses and complete evaluation.
- Task 3: Provide procurement package to HCD for review following procurement evaluation.
- Task 4: Complete acquisition following HCD procurement review approval.

Deliverable 3: Create fire safety pamphlet to distribute for educational purposes.

- Task 1: Identify common sources of fires in area from historical fires.
- Task 2: Conduct outreach and assess camps in area to identify potential sources for fires.
- Task 3: Work in collaboration with Fire Mitigation Team to prepare fire safety pamphlets.
- Task 4: Print fire safety pamphlets.
- Task 5: Distribute fire safety pamphlets, educate individuals about fire safety issues while handing out pamphlets.

Deliverable 4: Create disaster and evacuation plans.

- Task 1: Assess the area, become familiar with locations and population. Identify potential hazards related to disasters based on area.
- Task 2: Create evacuation and disaster plans.
- Task 3: Identify evacuation zones.
- Task 4: Create evacuation zones and improve existing fire roads in identified evacuation zones.
- Task 5: Create signage that identifies evacuation zones/plans.

- Task 6: Post signage to notify population of evacuation plan/zones.
- Task 7: Conduct continual outreach and education on evacuation/disaster plans. Educate on disaster preparedness and safe practices for living outdoors.

Deliverable 5: Improve areas documented with increased issues (brush mitigation, debris removal, safe relocation of camp sites).

- Task 1: Survey area, identify areas with issues.
- Task 2: Conduct outreach and education to individuals living in issue areas.
- Task 3: If subjects are living in identified issue areas, issue notice of camp posting.
- Task 4: Relocate camp sites in issue areas.
- Task 5: Clean up identified issue area, remove debris, conduct brush mitigation.

Deliverable 6: Quarterly Activity Reports

- Task 1: Collect reports from subrecipients.
- Task 2: Review reports.
- Task 3: Enter reports in Grants Network and submit to HCD.

Deliverable 7: Quarterly Financial Reports

- Task 1: Collect invoices for reimbursement.
- Task 2: Enter invoice data in Financial Report.
- Task 3: Upload back-up invoices and submit to HCD for payment via Grants Network.

4. Deliverable Timeline

May 2022:

Deliverable 1 - Launch Homeless Services and Support Task Force.

June – July 2022:

Deliverable 1 - Start outreach and education with Homeless Services and Support Task Force.

Deliverable 2 - Start procurement process for the all-terrain emergency access utility.

Deliverable 6 – Quarterly Activity Reports

Deliverable 7 – Quarterly Financial Reports

July – September 2022:

Deliverable 1 - Continue outreach and education with Homeless Services and Support Task Force.

Deliverable 3 - Create a fire safety pamphlet to distribute for educational purposes.

Deliverable 4 - Identify evacuation zones, create signs.

Deliverable 5 - Identify camps in hazardous areas in need of cleanup or areas showing increased issues.

Deliverable 6 – Quarterly Activity Reports

Deliverable 7 – Quarterly Financial Reports

September 2022 – December 2022:

Deliverable 1 - Continue outreach and education with Homeless Services and Support Task Force.

Deliverable 4 - Create evacuation zones. Sign evacuation zones.

Deliverable 5 - Start to aggressively improve areas documented with increased issues (brush mitigation, debris removal, safe relocation of campsites, education for people who are producing concerning behaviors).

Deliverable 6 – Quarterly Activity Reports

Deliverable 7 – Quarterly Financial Reports

January 2023 – May 2025:

Deliverable 1 - Continue outreach and education in project area.

Deliverable 5 - Continue to identify camps in hazardous areas in need of cleanup or areas showing increased issues.

Deliverable 4 & 5 - Continue to improve areas documented with increased issues (brush mitigation, debris removal, safe relocation of campsites, education for people who are producing concerning behaviors).

Deliverable 6 – Quarterly Activity Reports

Deliverable 7 – Quarterly Financial Reports

Applications: San Buenaventura, City of - Homeless Services and Support Task Force

Mitigation - Planning and Public Services (MIT-PPS)

Profile

mhart@cityofventura.ca.gov

What project type are you applying for?

Public services

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

Yes

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

The City currently has a multi-departmental focus on homelessness. The creation of this program will utilize staff from each existing department and hyper focus their efforts on areas in the City where there are significant populations of unsheltered individuals.

The following department will use current staffing to assist the program:

Safe & Clean, who oversees oversees all homeless efforts and contracts within the City.

The Ventura Police Department Patrol Task Force, who are they City's homeless resource officers.

Ventura City Fire, with fire and paramedic response to homeless calls for service.

Public Works, who assist with clean up efforts focusing on brush, environmental issues, and water ways.

Outreach Team, 1.5 employees who connect with the City's homeless.

Communications, to help educate both the homeless and housed community.

Safe & Clean Team, who assist with City homeless efforts.

Within this team there is ample ability to monitor, assure environmental review compliance, and focus on solicitation and selection,

The Safe & Clean, Affordable Housing, and Homelessness Council Subcommittee and City Council will provide oversight of the program.

Are you applying for more than one Public Services Activity?

Yes

Public Services Activity

Education Services, Critical Lifelines

Is the project regional in approach?

Yes

If yes, name the regions.

City of Ventura

County of Ventura

Ventura Port District

California State Parks

Does the project include collaboration amongst jurisdictional and nonprofit partners?

Yes

If yes, name the jurisdictional and nonprofit partners.

Ventura County Health Care Agency

Ventura County Homeless Services

Whole Person Care

Healthcare for the Homeless

Project Understanding

The Turning Point Foundation

The Salvation Army

Mercy House - The ARCH Shelter

Downtown Ventura Partners/Organization

17-MITPPS-21032

Approved Date: 7/16/2021

Prep Date: 05/16/2022

Ventura Social Services Task Force
Lift Up Your Voice To End Homelessness
Homeless Prevention Fund

*Updated by NX (5/6/21)

Information received by HCD via email from dwall@cityofventura.ca.gov (4/5/21)

See more information in attachment titled "City of Ventura CBDG MIT Grant Response"

Questions:

How will the identified partners be involved in the project? Provide details regarding the roles, responsibilities, and relationship of the partner to the project.

Answers:

The success of moving homeless individuals into housing and building the relationships to do great work are all gained through collaboration with multiple stakeholders in both public, private, and non-profit relationships.

Geographically, partners will include the Ventura Port District, where the Santa Clara River meets the Ocean and many homeless reside. State Parks, who own land near the Ventura River where many homeless reside and in the LMI area of the Westside. And the County of Ventura who owns land on both rivers and the unincorporated areas. Working with all the property owners will enable us to allow the realization of a strategic vision to support the natural areas in our community, those who live in them, and the citizens at large.

Strong relationship helps create successful outcomes for all parties involved. With this in mind, the City looks for support in the following ways:

Ventura County Health Care Agency – Houses Ventura Homeless Services and case management where the team can refer individuals for more direct help regarding Project Roomkey/Homekey, Rapid Rehousing, and other like services.

Whole Person Care – Offers on location medical treatment, showers, case management and behavioral health appointments. The team will be able to refer individuals to this once weekly service.

Healthcare for the Homeless – For those needing more than a quick look over for care from the team, individuals will be referred to this program for more intensive care.

Project Understanding – Houses a local pantry and a case manager who can help get individuals rides to detox, housing, and other important appointments.

The Turning Point Foundation – Has a shelter for individuals with mental health diagnosis and will accept referrals from the team through Coordinated Entry.

The Salvation Army – Has a shelter for men, women, and Veterans and will accept referrals from the team through Coordinated Entry.

Mercy House – The ARCH Shelter – has 55 beds and will accept referrals from the team from both direct referrals and through Coordinated Entry.

Downtown Ventura Partners/Organization – Will both support with their Family Reconnection Program and job training program through the ambassadors.

Ventura Social Services Task Force – This is an advocacy group that the team can rely on to spread messaging and report on successes to encourage community participation.

Lift Up Our Voice to End Homelessness – This is a lived experience group of current and formerly homeless individuals. We will work with them to make sure the approach we take is one that would be appreciated by the unhoused, and to help change our message to better fit the individuals with whom we want to connect.

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

What disaster is this project related to?

DR-4353

Eligible applicant type

City

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

No

Project Title

San Buenaventura, City of - Homeless Services and Support Task Force

Org Name

City of San Buenaventura

Provide a snapshot summary of the project.

In this described opportunity the city seeks to fund a Homeless Services and Support Task Force. These efforts will enhance collaboration between departments resulting in focused resources for homeless individuals residing in environmentally sensitive areas and will connect them with services and educate them on living in unsheltered environments. This will allow the program to leverage best practices and provide education on creating safe fires, protecting oneself from the wind, understand flood emergencies, and ultimately develop individual disaster/evacuation plans.

*Updated by NX (5/6/21)

Information received by HCD via email from dwall@cityofventura.ca.gov (4/5/21)

See more information in attachment titled "City of Ventura CBDG MIT Grant Response"

Questions:

Provide additional details regarding all components of the project and how they might correspond to each other. How will each of the project components be implemented?

Answers:

The New Homeless Services and Support Task Force will be the guiding team to add heightened concentration of supportive services, education, and care to ensure safety and encourage movement out of homelessness. The group of individuals are currently trained to work with vulnerable populations and this new opportunity will allow the team to seek out individuals that are homeless (categorically LMI) in encampment areas and dedicate significant time to assistance-based services. The group will continually focus on the goal to move vulnerable individuals out of disaster areas and educate them related to the why. The collection of expertise in multiple areas on one responsive team is a new and progressive approach to engaging with the vulnerable unsheltered population.

All the program components, consisting of; educational efforts and messaging, disaster and evacuation plans, data tracking, reducing crime, and supportive services which guide towards housing, will take place during each team visit to camps and engagement with the unsheltered in such areas. Each component corresponds to the other as they are symbiotic in relation, and all must work simultaneously to have a significant impact within the unhoused population. Ensuring that each factor is consistently discussed, and programs offered at each interaction, will create a successful program focused on safety and lifting the persons out of homelessness.

Educational efforts/messaging: At each camp or interaction with an unhoused individual the team will go over prescribed educational talking points to ensure consistency and effectiveness with messaging. These will include concerns about local environmental factors, what disasters in the area look like with specific subjects like fire, flood, wind events, and earthquake and how to respond/evacuate, educate them on safe practices for living outdoors, and offer materials to stay connected with the team and access services when desired. All will provide our vulnerable population with the tools needed to understand changing conditions, how to appropriately respond to each one, and how to access life changing help.

Disaster and evacuation plans: As the team becomes familiar with the locations and the population, they will draft evacuation and disaster plans, in coordination with the Emergency Preparedness Manager, that will be shared in the educational/messaging efforts during visits to the camps. Once created, signage will be placed notifying the population of the evacuation plans.

Data Tracking: The team will compile data consisting of, but not limited to, the area of the camp, hazards around the camp, size of the camp, if the individuals have been receptive to services, how long the individuals have been homeless, etc. This will be updated at each visit and helps feed the team with information on individuals and how they can best interact and offer services to

safely relocate them to shelters/housing. This also signifies which areas need attention with hazardous item, brush, or blight mitigation.

Reducing crime: The team's high visibility and consistent engagement will, in effect, reduce crime because the individuals will be aware that the team is paying attention to the otherwise hands-off areas. In addition, those camping will be educated on how their needs can be met legally, rather than having to resort to otherwise unlawful activities. This is implemented by the frequency of visits by the team.

Supportive Services: The overarching main goal is to safely relocate individuals who are living outdoors into shelters, transitional housing, permanent supporting housing, or reunited with family through the reliable outreach and relationship building created by the team members. This happens through relationship building and consistent engagement. Once the individuals trust the team, they will be more likely to be receptive to services and will know who to turn to when they are ready for the next step in their lives.

*Updated by NX (5/6/21)

Information received by HCD via email from dwall@cityofventura.ca.gov (4/5/21)

See more information in attachment titled "City of Ventura CBDG MIT Grant Response"

Questions:

How will the project mitigate risks of future disasters related to fire, flood, and/or earthquakes?

Answers:

This identified vulnerable population would be educated related to threats surrounding their housing situation in the areas they camp. The disparate living conditions, in zones which are susceptible to fires, floods, and the aftereffects of earthquakes, will be discussed with focused concern on personal safety. With every interaction, social services will be offered to encourage movement into housing and out of the dangerous living situations. For those who move into housing, the risks fully alleviate; and those who are not yet ready for housing will be properly advised on how to mitigate immediate risks with their daily behaviors.

As an example of what will physically occur, the team will take note of areas that are showing signs of increased issues, for instance frequent fires, and will work aggressively to improve the areas. This can include brush mitigation, debris removal, safe relocation of a campsite, and teaching moments with those who are producing the concerning behaviors.

Evacuation zones will be created, signed, and kept clear from debris and brush so individuals can easily and quickly leave in a time of heightened stress. This will also enable first responders to enter the open areas in easy to access ways and immediately respond to the need.

Upload project description, if available.

CDBG mitigation description FINAL.docx

Project Location Description

City of Ventura and adjacent open space.

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

Ventura County

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

National Objective

Urgent Need Mitigation(UNM)

Does the project benefit an LMI population or area?

Yes

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

The focus of the Homeless Services and Support Task Force will be in LMI areas bordering the City of San Buenaventura with

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Approved Date: 7/16/2021

Prep Date: 05/16/2022

enhanced attention to the west along the Avenue and the Ventura River, along the waterline, and the east along the coast and the Santa Clara River.

The nature of homelessness are individuals in poverty and those with extremely low income. The team's main concentration of efforts and resources are garnered toward the unsheltered population with the overarching goal of reducing the amount of time in precarious outdoor living situations. There is an urgent need within the population due to increased fires, COVID-19, and the fact that the majority of places they reside are not meant for human habitation.

*Updated by NX (5/6/21)

Information received by HCD via email from dwall@cityofventura.ca.gov (4/5/21)

See more information in attachment titled "City of Ventura CBDG MIT Grant Response"

Questions:

How will the project demonstrate a measurable and verifiable impact on reducing risks through the Urgent Need Mitigation national objective? How will the project components lead to quantitative measurements?

Answers:

At this time there is no emergency plan created for the open areas where many vulnerable individuals reside. The Homeless Services and Support Task Force's consistent engagement in homeless encampments will result in a practical plan which will decrease the risk of loss of life and property. Addressing this urgent need reduces the impact on this highly sensitive area within our community, and the individuals who reside within. As an example, mitigating the potential origin of homeless encampment fires, and having a verifiable plan for others, strengthens the community and benefits the whole of our City.

The public service component to educate on disaster preparedness and response will have our vulnerable population with the tools needed to understand changing conditions and know how to appropriately respond to each one.

Quantitative measurements will be tracked, at minimum, through:

Number of unsheltered individuals engaged

Number of individuals inputted into the Homeless Management Information System

Number of referrals to shelters/housing

Number of successful shelter/housing placements

Linkage to behavioral health/drug program

Connected to case manager to support income, social security, ID services, Cal Fresh.

Amount of entries into the City data system with debris, encampments, fire (and how they started)

Map the area with disaster zones, encampments, individuals, and update each time

Number of medical responses

Number of debriefs on disaster response

Collection of phone numbers to reach out to in emergencies

Creation of evacuation plan and placement of signage

Continuation of education to new individuals as they enter the disaster areas

Successful relocation of camps in dangerous placement

Removal of brush/environmental hazards

Two homeless resource fairs a year with messaging, educational components, and with social service providers.

Reduction of 911 calls to the areas

Reduction in fires started by cooking/warming

Reduction of encampments

Number of times an individual is engaged before accepting support

Number of individuals who take part in the Whole Person Care Pod

*Updated by NX (5/6/21)

Information received by HCD via email from dwall@cityofventura.ca.gov (4/5/21)

See more information in attachment titled "City of Ventura CBDG MIT Grant Response"

Questions:

As the project is serving homeless persons, has the City considered the LMI-Limited Clientele national objective?

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Prep Date: 05/16/2022

Answers:

The benefit of the Homeless Service and Support Task Force is solely to locations like the westside in Ventura, which has a qualifying LMI component, and towards other homeless individuals throughout the City, who are not specifically located in static areas, but qualify with little to no income.

The advantage of having a task force to respond, educate, and support not only helps those who are vulnerable in the community but the community at large because of the reduction of risks that can occur in encampment areas.

As the team consistently engages, supporting individuals out of homelessness and mitigating brush and debris matters, the number of encampments will both decrease in size and decrease all together when the individual is no longer without shelter. This will, in turn, prevent the optics of an area within our City that currently attract negative comments surrounding the individuals and blight.

The increase of fires in our community, and the impending future disaster surrounding flood and earthquakes, coupled with a population that is, in its entirety, vulnerable in every way, makes for an area that is in urgent need of heightened and purposeful directed response that is frequent and consistent.

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

LMI Map 2019 Updates to 2010 Census Data (1).pdf

Does the project service area benefit the MID?

Yes

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

2017 Thomas Fire qualifies the City of Ventura as a MID area as associated with DR-4353.

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

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

Census Track 23BG2.

What is the total dollar amount of the project?

500,000

Anticipated CDBG-MIT funding need (\$ amount)

1,300,000

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

Yes

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

HHAP (Homeless Housing, Assistance and Prevention) Grant, \$284,452 awarded for Outreach.

CDBG awarded \$107,484

CDBG-CV awarded \$513.516

Project Budget broken down by eligible activity and activity costs

Homeless Support team budget_.xlsx

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

Total project cost of \$905,452 is to enhance or expand current programming to include project as described.

Amount requested from CDBG-MIT is \$500,000.

*Updated by NX (5/6/21)

Information received by HCD via email from dwall@cityofventura.ca.gov (4/5/21)

See more information in attachment titled "City of Ventura CBDG MIT Grant Response"

Questions:

What is the status of the other funding sources, have agreements been executed?

Answers:

The City has an agreement with Mercy House Living Centers to provide a 55-bed shelter with funding from multiple sources including the County of Ventura and grants. This enables the team to have a place ready to shelter as needed. This program would assist with capacity and resiliency building.

The City has a partnership agreement, fully funded by both public funds and the HHAP grant, to provide two proactive outreach workers.

*Updated by NX (5/6/21)

Information received by HCD via email from dwall@cityofventura.ca.gov (4/5/21)

See more information in attachment titled "City of Ventura CBDG MIT Grant Response"

Questions:

Provide an explanation of the budget details and how they correspond to the project components included in the project description.

Answers:

The budget is built to have a complete team, consisting of a project lead, outreach, fire/medical, debris, and security; and all corresponding needs that will enable the team to be successful. Personnel and staff costs are the largest portion of the budget as the team is the main link in supporting all the components. The project lead focuses on managing the team and coordinating efforts to start the program off successfully, and the other team member's salary and benefits are equal across the three years of funding and represent the percentage of time spent in the field as opposed to their current day to day activities (around 11% FTE). The team will be in branded PPE to make them easy to recognize.

Education and messaging efforts are comprised of the team members, supplies to teach individuals practical safety techniques, and office supplies and business cards to provide information on services and how to connect directly to the team and social services.

The disaster and evacuation component will be created by the team, materials distributed by the team, safety supplies will be used for signage in the encampment areas, and the equipment rental and contractors will support the efforts with the removal of hazards, debris, and keeping the evacuation/emergency roads clear and easy to access.

Data Tracking utilizes the iPad, wireless modem, and printer so that updates can be made in the field, proper materials can be created and disbursed, and will allow for real time creation of mapping and data entry.

Reducing crime will be supported by security who will accompany the team as needed in more precarious areas, and the team's consistent presence in and around the encampments.

Supportive Services include the team's connection with individuals and ability to share outreach information, connect to services, assist with debris removal to create a safer area, and other mitigation efforts to decrease the potential for hazards. The iPad will help with referrals to shelters/housing through the Homeless Management Information System and Coordinated Entry, and the business cards will assist with a physical reminder for individuals on how to connect to support.

*Updated by NX (5/6/21)

Information received by HCD via email from dwall@cityofventura.ca.gov (4/5/21)

See more information in attachment titled "City of Ventura CBDG MIT Grant Response"

Questions and Answers

Questions related to the budget include:

What is included in the security line item?

- o The security line is for a security officer for safety and support for the team as needed in the field or for special events like the homeless resource fair.

How many uniforms and what type of PPE is being provided?

- o Branded PPE for seven people including protective shoes, hats, trousers, long sleeved shirts to protect from poisonous plants, and overcoats for inclement weather or inhospitable conditions. All items are field based. PPE will include sharps resistant gloves and masks as needed when interacting with the ill.

What is included in the equipment rental/contractors line item?

o Equipment rental consists of backhoes, skidsters, portable restrooms, and trash roll-offs. The contractors are drivers for the equipment above and manpower to assist with debris and brush removal.

Provide details and justification regarding the computer/iPads, printer, and modem line items.

o An iPad is needed with remote data accessibility to input data into our tracking application and the Homeless Management Information System. The service would be provided by the City but to make the iPad compatible for field environment requires protective cases and other supportive requirements.

How do business cards relate to the overall project?

o Business cards are really referral cards, leaving individuals information on how to connect with the team and supportive services.

How were these costs determined? (i.e. hourly rate vs. percentage of time, per item costs, etc.)

o Costs were determined by percentage of time with people and per item cost for physical items. Project Lead is at .30 FTE for planning, management and on the field work. Outreach, Fire and Debris is at .11 FTE minimum. Contractors are hourly rated and all other items are per item costs.

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

The City has implemented an outreach program that has been successful and extended due to the positive statistics. Within the outreach program the LMI areas are engaged every other week. The City was awarded a grant to hire an additional outreach worker specific to proactive engagement.

The City supported has implemented homeless resource fairs which aimed to educate, support, link individuals to services, and offer medical care to those in need. It was successful; however the scope was fairly small and we are looking to broaden our reach and include more partners and pertinent information to help give a hand up to our vulnerable population.

The City successfully contracts with non-profits to offer a 55-bed emergency shelter, transitional living, and a safe sleep car program.

The Patrol Task Force is a homeless resource officer team consisting of 7 members who work closely with social service agencies to support those in need, offer resources, and then enforce laws as needed.

The City has successfully implemented outreach workers that are dedicated to the City of Ventura and have proven to be invaluable due to the high numbers of contact, referrals, and placement into shelters and housing. Being able to extend the reach out the outreach program to focus on the LMI areas will enable more positive outcomes.

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

Yes

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

Health & Medical, Safety & Security, Communications, Food, Water & Sheltering

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

Health and Medical: Fire/Paramedical can attend to health and medical issues on site, reducing chances for infections, trips to the emergency room, calls for 911, and can track ongoing physical and mental health issues.

Safety and Security: A more continuous presence of the team, including law enforcement and fire personnel will enhance community safety, especially in encampment areas.

Communications: Understanding the population and main areas of habitation will better educate the team on disaster planning and proper ways of communication in times of emergency. We will be able to create a plan within the unsheltered community to communicate about upcoming disasters and how they should respond to certain environmental concerns.

Food, Water, Shelter: Outreach will engage with individuals with the goal to refer and get them into shelters and housing. In addition, the team can refer individuals to local pantries and meal services to make sure they have food and water daily.

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

The homeless community is high on the list of vulnerable populations. A supported homeless community who is educated on resources and what to do in disasters, has a trusting relationship with services, and has a basic level of health care will be more amendable to accept assistance and move out of homelessness.

Having the team stationed in LMI areas can also help reduce the numbers of individuals who find themselves falling into homelessness. The team can interact and host informational meet ups where they can offer support and linkage to homeless prevention funds and rapid rehousing funds through homeless services at the County of Ventura.

Can this project be replicated in other communities?

Yes

If yes, provide a description.

The team is created with existing staff, making it easy to recreate to support vulnerable populations in every jurisdiction.

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

Yes

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

The team is in the process of developing data collection and mapping for the target population to identify risks, prioritize their impact, and create mitigation plans where appropriate as those risks evolve. Also, this allows for the tracking of hazards, debris, encampments, fires, and ultimately results in the development of outreach connections at every interaction. These processes will measure the impact of engagement and manifest in a reduction in emergency response/911 calls by the target population. This engagement will target other areas such as a reduction in fires and hopefully changes in behavior related to significant weather events like rain, flood, fire, and wind.

The current outreach workers engage within the Homeless Management Information System (HMIS) which tracks referrals to services, appointments, and care plans for those who are willing to release their information to the system. Reports of specific items can be pulled to determine required/strategic changes. Additionally, we will leverage health data to track responsiveness to connections, successful applications for social security, medical/Medicare, ID services, and Cal Fresh. Also we will continue to collect shelter data to determine who has successfully moved from homelessness to housing.

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

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

This program will grow capacity to start immediately in April of 2021 and run through April 2024.

*Updated by NX (5/6/21)

Information received by HCD via email from dwall@cityofventura.ca.gov (4/5/21)

See more information in attachment titled "City of Ventura CBDG MIT Grant Response"

Questions:

Is the timeline provided from an executed grant agreement? Does the entire timeline provided apply to this project or just portions of the timeline?

Answers:

The provided timeline is not from an executed grant agreement; however, it is based on prior timelines used for such purposes. The dates are assuming acceptance of the CDBG-MIT funds and the proposed schedule of what the team will ideally achieve with quantitative measurements for the first three years of funding.

Proposed Project Timeline

ProjectTimelineSchedule CDBG TF 2020.doc

APPLICABLE LOCAL POLICIES AND PLANS

Do you have procurement policies and procedures?

Yes

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Prep Date: 05/16/2022

If yes, upload your procurement policies and procedures.

Procurement Manual_Final January2020.pdf

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

Do you have a current hazard mitigation plan?

Yes

If yes, upload your plan

Ventura County Multi-Hazard Mitigation Plan Appendices September 2015.pdf

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

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

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

Yes

If yes, upload your policies and procedures.

ANTI-DISPLACEMENT & RELOCATION PLAN (1).pdf

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

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

Yes

If yes, upload your policies and procedures.

ENVIRONMENTAL REVIEW PROCESS 11-10-20 (1).pdf

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

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

Do you have a Section 3 plan?

Yes

If yes, upload your plan.

SECTION 3 MONITORING.pdf

If yes, but the Section 3 plan is in another previously uploaded document, please name the document.

Do you have anti-lobbying policies and procedures?

No

If no, please provide a status.

We are trained as public servants and go through routine ethics training and must fill out form 700.

Do you have conflict of interest policies and procedures?

Yes

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

_ARTICLE_VI.___OFFICERS__DEPUTIES_AND_EMPLOYEES_AND_THEIR_COMPENSATION.docx

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

Do you have non-discrimination policies and procedures?

Yes

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

20210217_230831_725010_No._12.34__POLICY_PROHIBITING_HARASSMENT_DISCRIMINATION_AND_RETALIATION.docx

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

Do you have timekeeping policies and procedures?

Yes

If yes, upload your timekeeping policies and procedures.

Time Sheet Policy and Procedures.docx

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

Staff is currently drafting timekeeping measure in our policies and procedures.

Do you have financial management policies and procedures?

Yes

If yes, upload your financial management policies and procedures.

No._14.7__FINANCIAL_POLICIES_OVERVIEW (1).doc

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

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

Yes

ORGANIZATIONAL STRUCTURE, CAPACITY, AND AUTHORITY

What is your governing board meeting schedule?

The City of San Buenaventura is governed by City Council. The seven person Council meets the 2nd and 4th Monday of each month at 6 p.m. The Council meets the first week in August and will not reconvene until the first Monday after the Labor Day weekend. City Council meetings are held virtually.

The Safe & Clean, Affordable Housing and Homelessness Council Subcommittee meets the first Tuesday of every month at 3 p.m. The subcommittee does not meet in August and December,

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

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

Grant experience .docx

Debarment Check

SAM.gov screen shot.pdf

Government Agency Taxpayer ID Form

TIN - City of Ventura.pdf

Payee Data Record STD 204 Form

City of San Buenaventura W-9 Form.pdf

Have you reviewed the sample authorizing resolution?

Yes

Budget Worksheet

View Budget Worksheet

<https://portal.ecivis.com/#/peerBudget/E646FCCD-CC8F-4A85-B966-B99CC3A82908>

Goals Worksheet

View Application Goals

<https://portal.ecivis.com/#/peerGoals/D1F019C2-76EF-4F2D-9750-1B9903665A67>

Additional Information

City of Ventura CDBG MIT Grant Response.docx

Additional Information

Copy of CDBG-MIT PPS DOB Calculator - Homeless Services and Support Task Force.xlsx

Additional Information

CC - Council Resolutions - Reso No 2022-002 Title APPROVING AN ALLOCATION OF FUNDING, AN APPLICATION FOR FUNDING, AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2019- 2020 FUNDING YEA....pdf

Additional Information

NEPA.docx

Additional Information

CDBG-MIT PPS DOB Calculator - Homeless Services and Support Task Force.xlsx

Additional Information

17MIT PPS DOB Affidavit Form - Homeless Services and Support Task Force.docx

Additional Information

CDBG-MIT PPS DOB Packet.pdf

Additional Information

17-MITPPS-21032 58 Environmental Assessment Packet.pdf

Additional Information

Anti-Lobbying Certification 17-MITPPS-21032.pdf

Additional Information

Non-Conflict of Interest Certification 17-MITPPS-21032.pdf

Additional Information

Resolution Number 2022-002.pdf

Additional Information

Scope of Work 17-MITPPS-21030.docx

File Upload

Revised Resolution City of San Buenaventura.pdf

File Upload

CDBG-MIT PPS Budget Explained.docx

Additional Information

Additional Information

Additional Information

Additional Information

of Reviews

1

of Denials

0

Average Score

File Upload

File Upload

File Upload

File Upload

Applications: File Attachments

Upload project description, if available.

CDBG mitigation description FINAL.docx

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

LMI Map 2019 Updates to 2010 Census Data (1).pdf

Project Budget broken down by eligible activity and activity costs

Homeless Support team budget_.xlsx

Proposed Project Timeline

ProjectTimelineSchedule CDBG TF 2020.doc

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

Grant experience .docx

Budget

Grant Funds Enhancement		Original Request					
Timeline	Purchase	Total	Personnel	Equipment	Supplies	Service	Contract
Month 1	Project lead	37,395	37,395				
	Safety supplies, masks, gloves, bag, box	3,000			3,000		
	Computer/Ipads	2,000			2,000		
	Printer	500			500		
	Wireless modem	5,000			5,000		
	Equipment Rental/Contractors	30,000		20,000		10,000	
Year 1	Salary and benefits Outreach	58,000	58,000				
	Salary and benefits Fire Mit Team	20,000	20,000				
	Salary and benefits Debris Mit Team	20,000	20,000				
	Security	750			750		
	Office supplies, business cards	500			500		
	Uniform and PPE	3,000			3,000		
	Equipment Rental/Contractors	30,000		20,000		10,000	
Year 2	Salary and benefits Outreach	58,000	58,000				
	Salary and benefits Fire Mit Team	20,000	20,000				
	Salary and benefits Debris Mit Team	22,271	20,000				2,271
	Security	2,271					2,271
	Office supplies, business cards	750			750		
	Uniform and PPE	500			500		
	Equipment Rental/Contractors	30,000		20,000		10,000	
Year 3	Salary and benefits Outreach	58,000	58,000				
	Salary and benefits Fire Mit Team	22,271	20,000				2,271
	Salary and benefits Debris Mit Team	22,271	20,000				2,271
	Security	2,271					2,271
	Office supplies, business cards	750			750		
	Uniform and PPE	500			500		
	Equipment Rental/Contractors	50,000		20,000		30,000	
		500,000	331,395	80,000	17,250	60,000	11,355

Budget Narrative

Safety Supplies

Approx \$20/box of 100 latex gloves (LG). LGs are needed for individuals who are assisting in the environmental cleanup efforts. Latex gloves are used liberally, as they are often used to mitigate contact with unsanitary items. Also, based on the size of the individual using the LGs, the size requirements could vary significantly. Multiple sizes needed to properly fit each person using them. There are approx 7 members of the Patrol Task Force, and the 2 outreach workers. Approx \$20 for six pairs of work gloves. Work gloves needed to protect the hands of individuals who are picking up rough items during clean ups.

Large heavy-duty plastic bags will be distributed to individuals living in encampments who don't have access to regular trash services. Distributing trash bags encourages them the opportunity to bag up refuse they generate living in these areas. These bags cost approx \$62/100 bags.

Technology

iPad, wireless hotspot. An iPad is needed with remote data accessibility to input data into our tracking application and the Homeless Management Information System to help with referrals to shelters/housing. This is an online system which needs internet access to utilize the system. The outreach workers will be utilizing this in the field and will need the wireless hotspot to access the internet while interacting with the unhoused population in the remote areas they are living. iPad costs approx \$1,000. There will be 2 outreach workers utilizing the iPads so we need 2 iPads. The City has a mobile hotspot, but the monthly subscription cost of the mobile hotspot service is approx \$100-150/month.

Salary & Benefits – Outreach Worker (70% FTE)

Outreach worker to link individuals to services. Supportive Services include the team's connection with individuals and ability to share outreach information, connect to services, assist with debris removal to create a safer area, and other mitigation efforts to decrease the potential for hazards. The funds allocated for the outreach worker will be split between at least two social workers, which will enhance our ability to reach more people and for the workers to better engage this tough to reach population. Salary=\$49,300/yr, Benefits=\$8,700/yr

Salary & Benefits – Debris MIT Team/PTF (47% FTE)

Reducing crime will be supported by the Ventura Police Department's PTF Officers who will accompany the team as needed in more precarious areas, and the team's consistent presence in and around the encampments. PTF officers have training specific towards interacting with the homeless. There will be at least 4 PTF officers on the task force. Salary=\$57,066.67/yr. Benefits=\$15,100/yr.

Salary & Benefits – Fire MIT Team (6% FTE)

Originally, this was imagined having a component of the Outreach Team and the PTF Team to have a Fire Dept Member accompany them to assist with the education component on the fire safety side. When funding amount was disclosed, decided to

leave this line item as a place holder for follow on grant funds. Instead, to satisfy the fire safety education component of the project, the VFD Public Information Officer will help create a fire safety flier to distribute to individuals living in environmentally sensitive areas with an increased risk in fire hazards.

Office Supplies

Business cards are really referral cards, leaving individuals information on how to connect with the team, supportive services, and fire safety tips. Approx 500 cards/team member at approx \$80/thousand cards, approx \$320 for business cards.

Fire safety brochures will be created/printed to distribute to individuals and educate about fire safety/help mitigate risk of fires. Approx 3,000 brochures at approx \$150/thousand brochures.

Additional funds for updated business cards based on new members of the team and to update resources listed.

Uniform & PPE

Branded PPE for up to 7 people (protective shoes, hats, trousers, long sleeved shirts to protect from poisonous plants, and overcoats for inclement weather).

Turnkey Contractors

Once evacuation zones are established for emergencies, if these evacuation zones require additional roads, the Turnkey Contractors (TCs) will help create the evacuation zones. Debris removal to create a safer area, and other mitigation efforts to decrease the potential for hazards.

TCs support the efforts with the removal of hazards, debris, and keeping the evacuation/emergency roads clear and easy to access. They are responsible for equipment rental and provide all equipment rentals (backhoes, skidsters, portable restrooms, and trash roll-offs).

In 2021, the City started working with PTF to perform environmental cleanups in the large encampments in the River Bottom. It became difficult to coordinate these clean ups, and the City conducted a RFP process for TCs. The RFP process was completed in November 2021, and a contractor was selected from the list, so RFP no longer needed.

*There is no project management costs for grant administration and invoicing purposes because the City of Ventura does not allocate portions of the grants awarded for these purposes.

Budget Report

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

Report Date: 05/20/2022
Requested By: Meredith Hart
mhart@cityofventura.ca.gov

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
	Safety Supplies	Masks, gloves, bags, box	0	\$0.00	\$0.00	\$3,000.00	\$0.00		\$0.00	Direct Cost
	Technology	Computer/iPad, printer, wireless modem	0	\$0.00	\$0.00	\$7,500.00	\$0.00		\$0.00	Direct Cost
	Salary	Outreach Worker	0	\$0.00	\$0.00	\$147,900.00	\$0.00		\$0.00	Direct Cost
	Benefits	Outreach Worker	0	\$0.00	\$0.00	\$26,100.00	\$0.00		\$0.00	Direct Cost
	Salary	Debris MIT Team/PTF	0	\$0.00	\$0.00	\$171,200.00	\$0.00		\$0.00	Direct Cost
	Benefits	Debris MIT Team/PTF	0	\$0.00	\$0.00	\$45,300.00	\$0.00		\$0.00	Direct Cost
	Salary	Fire MIT Team	0	\$0.00	\$0.00	\$2,550.00	\$0.00		\$0.00	Direct Cost
	Benefits	Fire MIT Team	0	\$0.00	\$0.00	\$450.00	\$0.00		\$0.00	Direct Cost
	Office Supplies	Supplies, business cards	0	\$0.00	\$0.00	\$2,000.00	\$0.00		\$0.00	Direct Cost
	Uniform & PPE	Uniform & PPE	0	\$0.00	\$0.00	\$4,000.00	\$0.00		\$0.00	Direct Cost
	Turnkey Contractors	Contractors & equipment	0	\$0.00	\$0.00	\$90,000.00	\$0.00		\$0.00	Direct Cost
Activity Total			0	\$0.00	\$0.00	\$500,000.00	\$0.00		\$0.00	
General Administration										
General Administration Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Activity Delivery										
Activity Delivery Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Other										
Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Grant Total			0	\$0.00	\$0.00	\$500,000.00	\$0.00		\$0.00	

Budget Report, Created by Meredith Hart, mhart@cityofventura.ca.gov, 05/20/2022
 Source: eCivis™ Portal
<http://www.ecivis.com/>

dwall@cityfoventura.ca.gov

Applicant Information :

Tell us about you.

Linked Applicant : dwall@cityofventura.ca.gov

First name : Daniel

Last name : Wall

Email : dwall@cityfoventura.ca.gov

Company : City of Ventura

Company Website : City of Ventura

City : Ventura

State : US-CA

Organization Information :

Tell us about your organization.

Organization Name : City of Ventura

Employer Identification Number (EIN) : 956000807

DUNS : 039974761

Authorized Representative : Alex McIntyre

Business/Finance Representative : Michael Coon

Organization Address :

Address : 501 Poli street

City : Ventura

State : US-CA

County : California

Congressional District/Region : 26

Zip : 93001

Phone : 8052231030

Phone Extension : 805-654-7740

Authorized Representative (if different from above)

Name : Daniel Wall

Title : Emergency Manager

Email : dwall@cityfoventura.ca.gov

Phone : 805-223-1030

Business/Finance Contact (if required)

Name : Michael Coon

Title : Director Finance

Email : mcoon@cityofventura.ca.gov

Phone : 805-654-7740

Program Year : PY2020

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

2 Organization Information :

2 Tell us about your organization.

2 Organization Address :

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

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

Record ID # : 25015579

Last change : 2021-02-22T22:32:11+0000