STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
17-MITPPS-23011	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME
County of Butte

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
Sixty (60) months from the Effective Date.

3. The maximum amount of this Agreement is:
$400,000.00

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	6
Exhibit B	Budget Detail and Payment Provisions	6
Exhibit C *	State of California General Terms and Conditions	GTC 2/25
Exhibit D	CDBG- Mitigation Terms and Conditions	31
Exhibit E	Special Terms and Conditions	1
Exhibit F	Detailed Scope of Work, Budget, and Application	29
Exhibit G	Subrecipient Profile	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
25 County Center Drive Suite 200	Oroville	CA	95965

PRINTED NAME OF PERSON SIGNING	TITLE
Máximo A. Pickett	Chief Administrative Officer

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
	5/29/2025

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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17-MITPPS-23011	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT			
CONTRACTING AGENCY ADDRESS 651 Bannon Street, Suite 400	CITY Sacramento	STATE CA	ZIP 95811
PRINTED NAME OF PERSON SIGNING Diana Malimon	TITLE Contract Services Section Manager		
CONTRACTING AGENCY AUTHORIZED SIGNATURE Diana Malimon	DATE SIGNED 06/19/2025		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) Exempt per: SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)		

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority & Purpose

The California Department of Housing and Community Development (hereinafter "Department") is the lead and responsible entity for administering the Community Development Block Grant – Mitigation (hereinafter "CDBG-MIT") funds appropriated under Public Laws 115-123 and allocated to the State of California by the U.S. Department of Housing and Urban Development (hereinafter "HUD"). CDBG-MIT is used by the State of California to assist Local Jurisdictions, Nonprofit Organizations, and Tribal Entities to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses from the three primary hazards (wildfire, flooding, and earthquake) as established within the Mitigation Needs Assessment (MNA) of the CDBG-MIT Action Plan. These activities will support areas impacted by the Federal Emergency Management Agency's Major Disaster Declaration DR-4344 and DR-4353. CDBG-MIT Planning and Public Services Program (hereinafter "MIT-PPS") Projects are funded by CDBG-MIT to assist communities with Mitigation related planning or public services projects that will increase community resilience, reduce the risk of loss of life, and lessen the impact of future national disasters in the Most Impacted and Distressed (MID) Areas.

2. Scope of Agreement

A. Grant Funds

Subject to the terms and conditions of this Standard Agreement (hereinafter "Agreement"), the Department has allocated and agrees to provide grant funds up to the maximum amount identified in the Standard Agreement STD 213 Form to 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. All payments made to the Subrecipient will adhere to the provisions described in Exhibit B, Section 6 (Method of Payment) herein. In no instance shall the Department be liable for any costs in excess of the approved MIT-PPS budget as shown in the Budget section in Exhibit F, nor for any unauthorized or ineligible costs or expenses.

This Agreement governs the Subrecipient Award and the Project proposed by the Subrecipient and approved by the Department ("Approved Activity").

EXHIBIT A

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 applicable laws, regulations, policies and procedures that may be required as a condition of the Department providing the grant funds, including but not limited to, all applicable MIT-PPS administration and compliance requirements set forth by this Agreement, and in accordance with the 2017/2018 CDBG-MIT Planning and Public Services and Resilient Infrastructure Program NOFA Application (hereinafter “Application”) documentation previously provided by the Subrecipient, attached to Exhibit F, and made a part hereof. The Department’s providing of grant funds under this Agreement is specifically conditioned on Subrecipient’s compliance with this provision and all terms and conditions of this Agreement, the most recently published version of the Department’s CDBG-DR Grant Administration Manual for 2017 and 2018 Disasters (www.hcd.ca.gov/grants-and-funding/disaster-recovery-and-mitigation/disaster-grant-administration-and-reporting) and 2017 Program Policies and Procedures (www.hcd.ca.gov/grants-and-funding/disaster-recovery-and-mitigation/mitigation-planning-and-public-services) , and any amendments thereto, related Federal Register notices (including future Federal 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. <u>Subrecipient Scope of Work</u>

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

The Subrecipient shall perform the funded activities described in the Work, as detailed in Exhibit F.

All written materials or alterations submitted as addenda to the original Application, and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Subrecipient to modify any or all parts of the Application to comply with MIT-PPS or state program requirements. The Department reserves the right to monitor all Work to be

EXHIBIT A

performed by the Subrecipient, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department and will require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

A. For the purposes of performing the Work, the Department agrees to provide the amount(s) identified in Exhibit F, Budget Worksheets section. Unless amended in writing, the Department shall not be liable for any costs more than the total approved MIT-PPS budget identified herein. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs.

B. Planning activities, as defined in the MIT-PPS Policies and Procedures, are not required to meet a CDBG-MIT National Objective. Public Service Activities, as defined in the MIT-PPS Policies and Procedures (www.hcd.ca.gov/grants-and-funding/disaster-recovery-and-mitigation/mitigation-planning-and-public-services), must meet one of the two CDBG-MIT National Objectives:

   1) Benefit to Low/Moderate Income Persons (LMI)

   2) Urgent Need Mitigation (UNM)

C. Subrecipient shall meet all project milestones, project-specific special conditions, budgetary and otherwise, and other requirements, as set forth in this Standard Agreement.

D. Subrecipient shall comply with all Project closeout procedures, timely and accurately, including responding to the Department's requests for additional information in support of Project closeout.

E. Subrecipient shall collect data and submit reports to the Department in accordance with the reporting requirements detailed in Section 24 of Exhibit D herein. For reports due on a monthly basis, the first report is due following the first full month following the effective date of this Agreement.

   F. The Subrecipient shall monitor all Approved Activities in accordance with the requirements of the Subrecipient Monitoring Responsibilities outlined in the MIT-PPS Policies and Procedures Manual.

4. <u>Effective Date and Commencement of Work</u>

EXHIBIT A

A. This Agreement is effective upon approval by the Department representative’s signature on page one of the fully executed Standard Agreement, STD 213 Form (the “Effective Date”).

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

5. Term of Agreement and Performance Milestones

A. Term of Agreement:

All grant funds must be expended at least ninety (90) days prior to the Agreement expiration date.

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

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

1) Activity Initiation: sixty (60) days from the Effective Date. Activity Initiation is defined as the start of a task or deliverable from the project schedule, as included in Exhibit F.

2) First Financial Report submission requesting reimbursement of grants funds per the project schedule, as included in Exhibit F.

3) Project achieves fifty (50) percent completion, as defined by the subrecipient per the project schedule, as included in Exhibit F.

4) Project reaches seventy-five (75) percent of grant funds submitted to the Department for reimbursement per the project schedule, as included in Exhibit F.

5) Project achieves one hundred (100) percent completion, as defined by the Subrecipient per the project schedule, as included in Exhibit F.

6) Subrecipient must submit Final Financial Report and Close-Out Documents to the Department for final approval by the Department at least ninety (90) days prior to the Agreement Expiration Date.

7) Agreement Expiration Date is as set forth in the STD 213.

EXHIBIT A

C. Failure to meet performance milestones:

1) If any performance milestones listed above are not met or not on target to be met, in addition to any other rights and remedies it has hereunder, the Department reserves the right to withhold further payments to Subrecipient (including, but not limited to, reimbursements for Activity Delivery costs) until such time as satisfactory progress is made toward meeting the performance measures.

2) The Department has full discretion to determine if the Subrecipient is on target to meet the performance milestones. Subrecipient shall diligently work with the Department's MIT-PPS staff to promptly submit to the Department:

   a) a written mitigation plan specifying the reason(s) 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, in its sole and absolute discretion, reserves the right to reallocate unspent grant funds from this contract 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.

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

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

6. <u>MIT-PPS Program Contract Management</u>

A. Department Contract Manager: The Department Contract Manager for this Agreement is the MIT-PPS Program Manager or the Program Manager's

EXHIBIT A

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 Program
Attn: Contract Manager
P.O. Box 952054
Sacramento, CA 94252-2054 or,
electronic mail at: MIT-PPS@hcd.ca.gov

B. Contract Management: Day-to-day administration of this Agreement shall take place via Grants Network, including but not limited to:

1) Financial Reports (Funds Requests)

2) Activity Reports

3) Risk Assessments and Due Diligence documents

4) Other Reports, as required

5) Submittal of any and all requested supporting documentation

6) Standard Agreement Issuance and Amendments

C. Subrecipient Contract Administrator: The Subrecipient Contract Administrator (must be a Subrecipient employee) is identified in Exhibit G, Subrecipient Profile. Unless otherwise directed by the Department, any notice, report, or other communication required by this Agreement shall be directed via Grants Network or written to the Subrecipient's Contract Administrator at the contact information identified in Exhibit G.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

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

2. Cost Classification

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

3. Other Funding Sources

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

4. Availability of Funds

A. The Department's provision of funding to Subrecipient pursuant to this Agreement is contingent on the availability of MIT-PPS funds subject to the requirements that the Department must spend fifty (50) percent of program funds to benefit the MID and must meet the requirement of fifty (50) percent of grant-wide funds for LMI benefit, but should strive for one hundred (100) percent, and continued federal and state authorization for MIT-PPS activities. All funding hereunder is subject to amendment or termination due to lack of funds or authorization. Requirements for MID and LMI benefit can be found in greater detail in 2017 MIT-PPS published Policies and Procedures.

B. The Department shall be relieved of any obligation for reimbursing the Subrecipient if funds allocated to the State by HUD cease to be available for any reason or there is any limitation on, or withdrawal of, the Department's authority to administer the CDBG-MIT program or any portion thereof.

5. Expenditure of Funds

A. **Activity Costs**

EXHIBIT B

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

Activity Delivery Costs may be incurred prior to documented NEPA and CEQA compliance. See Section 6(A)(2) below for reimbursement requirements of Activity Delivery costs.

B. **Priority of Funds**

The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Subrecipient must first disburse funds available to the Approved Activity from, among other sources, Subrecipient funding, third-party loans or grants, contract settlements, audit recoveries, and interest earned on such funds before requesting or receiving MIT-PPS funds.

C. **Withholding Funds**

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

D. **Disencumbering of Surplus Funds**

The Subrecipient agrees that funds determined by the Department to be surplus upon completion of the Approved Activity, or that have not been spent on eligible costs prior to the Agreement Expiration Date, will be subject to disencumbrance by the Department.

E. **Indirect Costs**

The Department will consider reimbursement of indirect cost expenditures from Subrecipients that have an approved Indirect Cost Rate Proposal from the Department, HUD, or other cognizant federal agency. If Subrecipient does not have an approved Indirect Cost Rate Proposal, Subrecipient may utilize the de minimis rate as allowable per 2 CFR 200.414 which may be used indefinitely or until the Subrecipient chooses to negotiate for a new rate based on an indirect cost proposal prior to submission of Financial Reports for reimbursement of indirect cost expenditures. Procedures for establishing an indirect cost rate can

EXHIBIT B

be found at 2 CFR 200.414. All indirect costs that may be reimbursed with grant funds should be shown separately on Exhibit F, Budget Worksheet.

F. **Compliance with the OMB Uniform Guidance Audit Requirements**

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

G. **Grant Administration**

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

6. <u>Method of Payment</u>

Payments will be made directly to the Subrecipient as reimbursements based on the documented and satisfactory completion of agreed upon performance milestones detailed in Subrecipient Scope of Work as indicated in Exhibit A, and confirmation of Subrecipient's compliance with the terms of this Agreement. Funds will be provided on a reimbursement basis; and no funds will be advanced to the Subrecipient by the Department.

Financial Reports must be submitted electronically through Grants Network. The Department will not authorize payments or reimbursements unless it has determined that the activities indicated in the Financial Report have been performed in compliance with the terms of this Agreement and any other agreements executed by the parties in connection herewith. Except for the Final Financial Report (see Section 6.8 below), Financial Reports shall be submitted by the Subrecipient to the Department no less frequently than monthly by the 10th of each month or as indicated in the 2017 Program's Policies and Procedures manual.

A. **Reimbursements for Costs Incurred**

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

2) Activity Delivery Costs expenditures shall be paid only after such costs are

EXHIBIT B

expended for approved Work satisfactorily completed, provided the Department determines that the Performance Milestones in this Agreement are on track.

3) To receive reimbursement for Approved Activities, the Subrecipient must timely submit all required Department forms and necessary supporting documentation via Grants Network. Financial Reports must include the level of documentation specified by the Department, and in accordance with 2 CFR 200, in the Department's Grant Administration Manual, and any associated Financial Management memos, 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 at least ninety (90) days prior to the Agreement Expiration Date of this Agreement.

2) If the Final Financial Report for funds expended during the term of this Agreement has not been received by the Department by the deadline cited in Section 6.B.1 of this Exhibit, the Department may disencumber any funds remaining in which case grant funds will no longer be available to the Subrecipient.

7. <u>Recapture of Funds</u>

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 herewith.

B. The Subrecipient withdraws from the program prior to completion of the Project(s) or Activity(ies).

C. The Subrecipient fails to meet a National Objective.

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.

EXHIBIT B

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

9. Approved Activity Closeout Procedures

Once the Approved Activity is completed, the Subrecipient must submit the following to the Department at least ninety (90) days prior to the Agreement Expiration Date.

A. Per Section 6.B of this Exhibit, the Final Activity Report (Project Completion Report) shall be submitted at least ninety (90) days prior to the Agreement Expiration Date. The Final Activity Report must include all required reporting data for the Activity including but not limited to eligible activities, costs, beneficiaries, and National Objective;

B. If applicable, a copy of the produced plan;

C. If applicable, Final Labor Standards Report as described in Exhibit

EXHIBIT B

D(18)(A) herein;

D. Signed Closeout Memo asserting all conditions have been met;

E. Evidence, satisfactory to the Department, of compliance with any other Special Conditions of this Agreement; and

F. A resolution from the governing body of the Subrecipient acknowledging the accomplishments of the Approved Activity and confirming that the Approved Activity is complete and that all Financial Reports have been submitted.

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

10. <u>Document Retention Policy</u>

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

EXHIBIT D

CDBG- MITIGATION TERMS AND CONDITIONS

1. Definitions

Activity Costs – 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 Costs (ADCs) - means related allowable, reasonable, and necessary costs incurred for implementing and carrying out the eligible MIT-PPS Project. See the MIT-PPS Policies and Procedures Manual section 2.1.2 for more information about how ADCs are uniquely defined in public service Activities.

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

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

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

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

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

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

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

EXHIBIT D

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

Eligible Activity Costs– Those necessary and reasonable costs under 2 CFR 200.400 through 475, and applicable notices and waivers, and as identified in Section 2.7 of the 2017 MIT-PPS Policies and Procedures Manual, and as approved by the Department. Eligible Activity Costs do not include any costs which are disallowed or otherwise deemed ineligible by the State of California and/or HUD.

Financial Reports (Funds Requests) - Monthly reports submitted by the Subrecipient that include the forms and processes required by the Department for a Subrecipient to use to request grant funds during a given reporting period. Financial Reports must be submitted by the 10th of each month.

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

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

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

Indirect Costs - means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

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

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

Mitigation Needs Assessment (MNA): Analysis of historical data and institutional knowledge provided in state and local Hazard Mitigation Plans and from prior disasters

EXHIBIT D

to determine risks of impacts of disasters on housing and infrastructure.

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.

Project: Project means any activity or series of activities undertaken by a Federal Agency or with Federal financial assistance received or anticipated in any phase of an undertaking in accordance with the Federal funding Agency guidelines pursuant to 49 CFR 24.2(a)(22)].

Standard Agreement ("Agreement") – The contractual arrangement between the Department and the Subrecipient which sets forth the terms and conditions by which MIT-PPS funds must be utilized with regards to an Approved Activity.

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

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

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

Urgent Need Mitigation (UNM) – The UNM National Objective requires that projects provide documentation that demonstrates a measurable and verifiable impact on reducing risks at the completion of the activity. UNM Projects must meet the following:

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

2. National Objectives

In accordance with 24 CFR 570.208, Section 104(b)(3) of the Housing and Community Development Act of 1974, all CDBG-MIT funded activities must meet a National Objective. Under Section 101(c) of the authorizing Act (42 U.S.C. 5301), all CDBG-MIT Activities must satisfy that one of the named National Objectives. The qualifying National Objectives in the MIT-PPS Program are:

EXHIBIT D

- Benefit to low-and moderate-income persons (LMI)
- Urgent Need Mitigation (UNM)

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

Subrecipient must document how CDBG-MIT expenditures benefit LMI persons in accordance with the 2017 MIT-PPS Policies and Procedures Manual, as may be amended and by using the current HUD income limits at the time of beneficiary applications, in a user-friendly format. Subrecipients are expected to maintain clear and accurate records of activity participants to show how the National Objective is met.

Subrecipient must document how CDBG-MIT expenditures meet the UNM National Objective in accordance with the 2017 MIT-PPS Policies and Procedures Manual.

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

3. <u>Duplication of Benefits</u>

A Duplication of Benefits (DOB) occurs when a person, household, business, or other entity receives disaster assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of the total need for the same purpose. It is the Department's responsibility to ensure that 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.

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

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

EXHIBIT D

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 any and all other remedies that may be legally available, including but not limited to:

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

In taking an action to remedy noncompliance, the Department will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved as per 2 CFR 200.342. Such appeal shall be governed by, and conducted in accordance with, the appeal processes and procedures set forth in Section 5 herein.

B. Effects of Suspension and Termination. Subrecipient costs resulting from obligations incurred by the Subrecipient or any of the Subrecipient's contractors during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in a written notice or as allowable

EXHIBIT D

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.

C. Termination for Noncompliance: Grant funds provided by this Agreement may be terminated in whole or in part as per federal regulation at 2 CFR 200.340 by HUD or by the Department if Subrecipient fails to comply with the terms and conditions of the Agreement that include the terms and conditions of the federal award. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.341.

D. Termination Without Cause: This Agreement may be terminated by the Department in whole or in part at any time without cause only with the consent of the Subrecipient. In the case of a termination of the whole Agreement, the parties shall agree upon termination conditions, including the effective date. In the case of a partial termination, the parties shall agree upon termination conditions, including the portion to be terminated and the effective date.

E. Termination With Cause: This Agreement may be terminated by the Department in whole or in part at any time for cause by giving at least 14 days' prior written notice to the Subrecipient. Termination with cause includes termination prior to the end of the period of performance for failure to comply with the terms and conditions of this Agreement, and pursuant to 2 CFR 200.340(c), such termination shall be reported to the appropriate federal program integrity and performance system accessible through the System for Award Management. Termination with cause also includes, without limitation, a failure by Subrecipient to comply with the Project Schedule, Activity Performance Milestones, Reporting Requirements, and/or Special Conditions issued for an Activity to use CDBG-MIT funds.

The remedies available to the Department under this Agreement are cumulative and not exclusive. Pursuant to UMR 8315(a)(1) the Department cannot, does not, and will not waive or limit any remedies available to it in the enforcement of this agreement.

5. Appeals Process for Noncompliance: If Subrecipient disagrees with a finding and/or corrective action and/or sanction of noncompliance and/or any accompanying remedy and/or termination that are associated with such issue, the Subrecipient may appeal the disputed issue to the Department no later than thirty (30) calendar days from the date of the Department's issuance of the disputed decision. All appeals must be carried out in accordance with the Department's Monitoring Plan, Exhibit 16, "Appeal Process". The

EXHIBIT D

Monitoring Plan is posted on HCD's website here: Disaster Grant Administration & Reporting | California Department of Housing and Community Development

6. Severability

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

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

7. Waivers

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

8. Uniform Administrative Requirements

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

A. Single Audit Compliance: Funds will not be disbursed to any Subrecipient identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Guidance is demonstrated to the satisfaction of the Department.

B. Accounting Standards: The Subrecipient agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300, et seq., and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

EXHIBIT D

C. Suspension and Debarment: By executing this Agreement, Subrecipient verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs. Subrecipient further agrees to verify that its Contractors have not been suspended or debarred from participating or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs.

9. <u>Compliance with State and Federal Laws and Regulations</u>

A. The Subrecipient, its agencies or instrumentalities and contractors shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies 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. <u>Authority to Impose Additional Special Conditions</u>

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

A. When, in the Department's sole discretion, the Department finds that Subrecipient has a history of failure to comply with the general or specific terms and conditions applicable to the MIT-PPS 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

EXHIBIT D

ensure timely and compliant performance under the federal award.

Such specific conditions, or special conditions, may include, withholding of authority to proceed to the next phase of an Approved Activity until receipt of evidence of acceptable performance within a given period of performance, requiring additional detailed financial reports, requiring additional Activity monitoring, requiring the Subrecipient to obtain technical or management assistance, establishing additional prior approvals, or any other condition the Department deems reasonable and necessary to safeguard Federal funds.

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

EXHIBIT D

federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.

F. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.

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**

EXHIBIT D

Equal Employment Opportunity Commission in 1978: This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal, and referral. It is designed to assist employers, labor organizations, employment agencies, licensing, and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.

M. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

N. **Executive Order 11246:** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

12. Relocation, Displacement, and Acquisition

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

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

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

- Employment and Training: Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

- Contracting: Notifying potential contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of $100,000 as required at 24 CFR 75.27.

EXHIBIT D

Section 3 Clause

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

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

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

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

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section

EXHIBIT D

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.

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

The contractor agrees to facilitate the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in Section 75.25(b) as appropriate, to reach the goals set forth in Section 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

The contractor agrees to document actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

14. <u>Environmental Compliance</u>

A. The Subrecipient shall comply with the California Environmental Quality Act (CEQA) requirements as they apply to this Activity.

B. The Subrecipient shall comply with the Federal Water Pollution Control Act, as

EXHIBIT D

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).

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.

EXHIBIT D

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

15. Procurement

The Subrecipient shall comply with the procurement provisions in 2 CFR Part 200.318 – 200.326, Procurement Standards as well as all other Administrative Requirements for Subrecipient and Cooperative Agreements to State, local and federally recognized Indian tribal governments as set forth in 2 CFR 200, et seq., as applicable. All procurements must be conducted in a fair, open, and competitive manner in compliance with both the spirit and the letter of applicable federal laws. See the Procurement and Contracts section of HCD's website at www.hcd.ca.gov/grants-and-funding/disaster-recovery-and-mitigation/disaster-grant-administration-and-reporting.

16. Procurement of Recovered Materials

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

Pursuant to 30 CFR 247.2, this clause shall apply to items purchased under this Agreement where: (1) the contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the contractor: (i) purchased any amount of the items for use under a contract that was funded with

EXHIBIT D

Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

17. Construction Standards

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

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

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

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

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

Sustainability Requirements

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

National Floodplain Elevation Standards

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

Wildland-Urban Interface Building Codes (WUI Codes)

All Approved Activities that are located in a CAL FIRE high fire zone must comply with applicable WUI codes, found in Title 24, Chapter 7a of the California Building Code,

EXHIBIT D

which offer specific material, design, and construction standards to maximize ignition-resistance.

18. Federal Labor Standards Provisions

The Subrecipient shall always comply, and cause all Activity contractors to comply, with applicable federal labor standards, including without limitation, the following:

A. Davis-Bacon Act (40 U.S.C. §§ 3141-3148), which requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over $2,000.

B. "Anti-Kickback Act of 1986" (41 U.S.C. §§ 51-58), which prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The act also provides that the inclusion of kickback amounts in contract prices is prohibited conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.

C. Contract Work Hours and Safety Standards Act CWHSSA (40 U.S.C. § 3702), which requires that workers receive "overtime" compensation at a rate of one and one half (11/2) 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

EXHIBIT D

limited to rehabilitation, alteration, demolition, installation, or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "Construction Contract"). Where the Construction Contract will be between the Subrecipient and a licensed building contractor, the Subrecipient shall serve as the "awarding body" as that term is defined in the LC. Where the Subrecipient will provide funds to a third party that will enter into the Construction Contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

C. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in LC Section 1770-1784 or the Davis-Bacon Wage Determination.

20. Agreements with Contractors

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

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

B. An agreement between the Subrecipient and any contractor or other party shall require:

1) Compliance with all State and federal requirements described in this Agreement including without limitation those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.

2) Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Activities.

3) Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the Approved Activities.

EXHIBIT D

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

C. Contractors shall:

Perform the Approved Activities in accordance with federal, state, and local regulations, as are applicable.

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

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

2) Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.

3) Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.

4) Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.

5) Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any.

6) employee who is convicted of a reportable workplace drug conviction.

7) 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

EXHIBIT D

401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,“ and any implementing regulation issued by the awarding agency.

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

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

The contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the contractor or his Surety for damages that may be caused by such use.

B. Danger Signals and Safety Devices: The contractor shall make all necessary precautions to guard against damages to property and injury to persons. The contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public.

C. Protection of Lives and Health: The contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the contractor shall take or cause to be taken, such additional safety and health measures as the Developer may determine to be reasonably necessary.

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

EXHIBIT D

Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

24. Reporting Requirements

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

1) Monthly Activity Report: Subrecipient must submit a Monthly Activity Report that addresses the following, at a minimum: (1) a description of the current status of the Work; (2) a description of activities to be undertaken in the next reporting period; (3) a description of problems or delays encountered in Work and course of action taken to address them, if applicable; (4) performance metrics as requested by the Department and dependent on the type of Activity and (5) project and expenditure status updates. (6) A summary of all Section 3 training opportunities or jobs provided, as applicable for covered projects.

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

2) Semi-Annual Labor Standards Report: During the term of construction for each Approved Activity, each April 1st and October 1st, the Subrecipient must submit the Labor Standards Cover Memo, the HUD Form 4710 and the Davis Bacon Labor Standards Report 5.7 (if applicable). These forms are located on the Department's website and are also available upon request.

3) Activity Completion Report: At the completion of the CDBG-MIT funded portion of a Program, the Subrecipient must submit an Activity Completion Report as set forth in Exhibit B. The performance metrics are identified in Exhibit F.

4) For Financial Reports, see Section 6 of Exhibit B.

EXHIBIT D

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

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

26. Monitoring Requirements

During the term of this Agreement, the Department may perform fiscal and/or program monitoring of the Subrecipient and Approved Activities to ensure compliance with federal and state requirements and timely Approved Activity completion. The Department monitors its Subrecipients based upon an assessment of risk posed by the Subrecipient as well as in accordance with specific monitoring criteria per 2 CFR 200.332. 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 the Subrecipient disagrees with a finding and/or any accompanying corrective actions or sanction(s) that are associated with such finding, the Subrecipient shall follow an appeals process provided by the Department.

EXHIBIT D

27. Audit/Retention and Inspection of Records

A. The Subrecipient must have intact, auditable fiscal and program records at all times. If the Subrecipient is found to have missing audit reports from the California State Controller's Office (SCO) during the term of this Agreement, the Subrecipient will be required to submit a plan to the State for submitting the audit to the SCO. If the deadlines are not met, the Department may initiate remedies for noncompliance in accordance with Section 4 herein. The Subrecipient's audit completion plan is subject to prior review and approval by the Department.

B. The Subrecipient agrees that the Department or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Subrecipient agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60, et seq., and other requirements of this Agreement. The Subrecipient further agrees to maintain such records for a minimum period of five (5) years after the Department notifies Subrecipient that the HUD/the Department contract has been closed according to the record retention requirements at 2 CFR 200.334. The Subrecipient shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code Section 10115.10.

C. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Subrecipient.

D. Absent fraud or material error on the part of the Department, the determination by the Department of the allowability or validity of any expenditure shall be final and conclusive.

E. For the purposes of annual audits, Subrecipient shall comply with 2 CFR Part 200 Subpart F. Pursuant to 2 CFR Part 200 Subpart F, the Subrecipient shall perform an annual audit at the close of each fiscal year in which this Agreement is in effect. The costs of the 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

EXHIBIT D

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 expiration of this Agreement.

28. <u>Signs</u>

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. <u>Insurance and Bonding</u>

A. The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E and pursuant to 2 CFR 200 sections on bonding and insurance requirements. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability and workers compensation insurance, from all contractors and subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded

EXHIBIT D

through this award, the Department must be listed as an additional insured on the declarations page of the policy.

B. Additional Coverages. In the event that Grantee, and/or any of its Subrecipients or Contractors,, will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement and shall be imposed on any Subrecipient and/or Contractor pursuant to the Subrecipient Agreement or Contract. For purposes of the provision, the term "Hazardous Activity" includes the following: (a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline, (b) the removal, storage, or transportation of lead-based paint, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities and shall provide adequate written proof thereof to the Department. No Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department.

30. Indemnification

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

31. Anti-Lobbying Certification

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

EXHIBIT D

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

A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

32. Conflict of Interest

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Subrecipient, or its designees or agents, no member of the governing body of the locality in which the Approved Activity 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.

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

The Subrecipient shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Work with respect to which assistance is being provided under this Agreement to the Subrecipient. The Subrecipient shall comply with all lawful requirements of the Department necessary to ensure that the Work, with respect to which assistance is being provided under this Agreement to the Subrecipient, is carried out in accordance with the Department's Assurance and Certifications, including those

EXHIBIT D

with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. § 5304(g)].

34. Energy Policy and Conservation Act

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

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

A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a 30-day cancellation clause and the following provisions:

1). It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and 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.

EXHIBIT D

C. Gov. Code § 8546.4(e) provides that State agencies receiving Federal funds shall be primarily responsible for arranging for Federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain Federally required financial and compliance audits.

36. Fraud, Waste, and Abuse

A. False, Fictitious or Fraudulent Claims - Warning: Any person who knowingly makes a false claim or statement to HUD or the Department may be subject to civil or criminal penalties under 18 U.S.C. §287, 1001 and 31 U.S.C. §3729.

B. Detecting, Preventing, and Reporting Fraud - Fraud is a white-collar crime that has a devastating effect on the CDBG-DR program because the CDBG-DR program beneficiaries are victims of this crime when the CDBG-DR program is abused. The Department wants to stop any criminal assault on the CDBG-DR program it administers, and in doing so ensure all CDBG-DR funds go to people it was designed to help and improve their living conditions.

C. Combatting Fraud - The HUD Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations. HUD cannot combat fraud alone; they rely on Department and DR Workforce Development NOFA Applicants to combat CDB-DR program fraud. HUD also relies on Applicants for and people receiving HUD benefits, such as: tenants receiving rental assistance, borrowers with HUD insured loans, or citizens having their communities restored using HUD grants. The HUD OIG Hotline number is **1-800-347-3735**. This is the primary means to submit allegations of fraud, waste, abuse, mismanagement, or Whistleblower related matters for the CDBG-DR program to the OIG.

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

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

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

EXHIBIT D

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

37. Whistleblower Protections

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

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

1) A disclosure is protected under the WPA if the employee discloses information the employee reasonably believes to be evidence of:

a) a violation of any law, rule, or regulation,
b) gross mismanagement,
c) a gross waste of funds,
d) an abuse of authority, or
e) a substantial and specific danger to public health or safety.

2) In general, an employee or applicant may make a protected disclosure to anyone, including non-governmental audiences, unless the information is classified or specifically prohibited by law from release. Options for making a protected disclosure include:

a) Informing a supervisor or someone higher up in management,
b) Submitting a complaint to the OIG by emailing the OIG at oig@ftc.gov,
c) Filing a complaint with the Office of Special Counsel (OSC) http://www.osc.gov/

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

1) The California Whistleblower Protection Act authorizes the California State Auditor to receive complaints from state employees and members of the public who wish to report an improper governmental activity. An "improper governmental activity" is any action by a state agency or any action by a state employee directly related to state government that:

a) Violates any state or federal law or regulation,

EXHIBIT D

b) Violates an Executive Order of the Governor, a California Rule of Court, or any policy or procedure required by the State Administrative Manual or State Contracting Manual, or

c) Is economically wasteful or involves gross misconduct, incompetency, or inefficiency. Complaints received by the State Auditor are confidential, and the identity of the complainant may not be revealed without the complainant's permission, aside from to an appropriate law enforcement agency conducting a criminal investigation.

2) There are many ways to file a complaint:

a) By Telephone

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

b) By Mail or Facsimile

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

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

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

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

c) Online

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

EXHIBIT D

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

i. A clear and concise statement of what you are alleging to be improper activity and why you believe it is improper.
ii. The name or other information that clearly identifies the person you are alleging has acted improperly and the department where that person works.
iii. The names and contact information for any witnesses who can confirm the truth of what you are saying.
iv. Copies of any documents that will support what you are saying. (You should not submit original documents, as they cannot be returned.)

38. <u>Authority to Post Remediated Versions of Agreement</u>

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

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

The foregoing Subrecipient authorizations apply to both this original Standard Agreement as well as any and all subsequent amendments thereto.

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

1. Due Diligence Review

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

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

Subrecipient agrees to timely provide documents and information to the Department in order for the Department to facilitate its Subrecipient due diligence as required by Federal Register Notice 84 FR 45838. Subrecipient further agrees to comply with the requirements, requests, and results of the Department's due diligence and maintain the capacity to carry out disaster recovery activities in a timely and compliant manner at all times during the term hereof.

2. Risk Assessment

During the term of this Agreement, Subrecipient agrees to timely provide documents and information to facilitate the Department's Subrecipient risk assessment process. Subrecipient further agrees to comply with the requirements, requests, and results of the Department's risk assessment, including participation in Subrecipient monitoring events. Failure to timely provide documents or information or comply with the requirements and requests of the Department will result in delay of the closing of this project and could jeopardize any third-party funding based that requires closing on a specified date, including rate locks and local bonds.

3. Special Conditions

Pursuant to Exhibit A, Section 5 and the Due Diligence and Risk Assessment, referenced above, Subrecipient agrees to adhere to the following Special Conditions:

A. None

DETAILED SCOPE OF WORK, BUDGET, AND APPLICATION

Name of Project: Alert FM Early Warning Project

Grants Network Unique Identifier (Contract Number): 17-MITPPS-23011

1. Program Overview

THE CDBG-MIT PPS ELIGIBLE ACTIVITY:

- Public Services (Sec. 105(a)(8))

THE NATIONAL OBJECTIVE TO BE ACHIEVED FOR EACH ACTIVITY AS A RESULT OF THIS PROJECT:

- Benefit to Low- and Moderate-Income Persons (LMI)

THE METHOD OF MEASURING THE NATIONAL OBJECTIVE, IF LMI:

- Benefit to Low- and Moderate-Income Persons: Limited Clientele

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

- Total beneficiaries: 1500
- Total low/mod beneficiaries: 1400

2. Activity Scope of Work (“Work”)

The Butte County Alert FM Early Warning Project will provide emergency notification through a satellite FM radio network system to remote households in high-fire and/or high-flood areas with limited telecommunication access. Existing warning systems are dependent on electricity and internet access, which many homes in rural areas do not have, particularly during a disaster or during Public Safety Power Shutoff (PSPS) events, leaving residents without necessary life-saving notifications. The project intends to mitigate the ongoing problem of restricted emergency information distribution to residents during disasters. The project beneficiaries would be 1,500 households in 17 rural communities that are in high-fire and/or high-flood prone areas, with frequent PSPS events, and limited telecommunications access. A unique, comprehensive marketing campaign will be developed to reach remote households, including multi-media, event participation, identification of small community leaders as mitigation champions, and volunteer public safety officer in-person outreach. The project is built on previous investments that affixed transmitters to radio towers and distributing a limited number of receivers.

The system uses a pre-existing FM radio broadcast network system, and a reliable communication delivery platform that has been deployed and proven for decades. Satellite dishes have been mounted on five FM transmitters and run through a series of tests to confirm transmission integrity, uninterrupted power supply, and dispatcher link verification. The vendor will continue to test and maintain the equipment and software with an annual fee paid by County General Funds. The transmitters are a “receive-only” type of satellite dish and allow USGS, National Weather Service, Fire and Amber alerts, as well as audio messages which are transmitted to the receiver by one of the 25 secure County authorized user accounts, which are transmitted via an encrypted link.

Local alert messages are transmitted from the local Sheriff’s Office, or state/federal alert systems, to the home-based receivers. The messages are disaster specific and geographically targeted. Messages identify the specific type of emergency and the best way to respond.

The receivers are portable (powered by electricity and AA batteries) to allow updates during the evacuation. Receivers light up and sound an alert, then text messages are sent in English and Spanish. There is a standard warrantee with no annual fees for the end user. Functionality is plugging in the receiver and can be verified at home with a status icon, or by a test “ping” between the home and vendor. The devices are delivered with instructions that include when the device will be tested with a warning so that the recipient can notify the County should there be any problems. The materials will remind residents that batteries should be changed each year when the smoke detector batteries are changed.

The distribution process will begin with a strategic campaign, including direct mail to consumers in the In-Home Supportive Services Program to reach the most medically fragile and financially vulnerable population. Geographically isolated populations with limited communications will also be targeted. Ads will be placed in the local newspaper and radio stations, and County staff will table community events. Trusted local leaders and champions will be sought to promote the units. The Sheriff’s volunteer team will also integrate outreach and distribution in their work in the communities. Orders will be received by county staff and directly fulfilled by a vendor or volunteer public safety officers. The project is an “opt in” system in which devices are only provided to those upon request.

Program operators will add income qualification information to the device application and will certify clients as LMI before distribution to meet national objective requirements. The devices are purchased individually as they are distributed.

To ensure functionality, the Sheriff's office sends out monthly test signals. A brief survey will be developed and administered to ensure the units are functioning as intended, including signal reach and audibility. The survey will also measure the receipt of a test alert and user satisfaction with the device.

Butte County Department of Employment and Social Services (DESS) will oversee the contract with the product vendor and coordinate inventory, order fulfillment and testing. DESS will lead the outreach campaign and promote units to those who are most vulnerable and economically disadvantaged. DESS will also gather, monitor and report data and finances. The Butte County Sheriff's Office (BCSO) will oversee the emergency announcements, the maintenance on the towers, and the distribution of units by staff and their volunteer teams to the community. Butte County Emergency Management will also participate in the outreach campaign, particularly during preparedness events in the targeted communities. Butte County Administration will oversee the CDBG-MIT contract, drawing from staff expertise on CDBG-MIT policies, procedures, reporting and monitoring.

DESS will maintain a database with all Alert FM recipients to ensure those that receive devices are within the eligible service areas and avoid providing duplicate devices to those from the pilot program.

Alert FM was the only known product to provide this service at the time of the pilot project implementation. The costs are determined by Alert FM and the Butte County Sheriff's Office. Alert FM receiver is the only advanced emergency warning receiver that is not dependent on electricity for power or cellular reception to receive emergency warning messages. The receiver uses FM radio signal. There are no other providers of the receivers.

The expected outcome is 1,500 households may receive timely notifications to efficiently evacuate during the next disaster, reducing community trauma and saving lives. In addition, the efficient evacuation of the 1,500 households furthers the safety of those that live near those households and emergency responders. When households are informed, they can verbally notify others of danger, and ingress and egress routes and processes are more productive.

This project meets the HUD definition of mitigation by providing Alert FM Receivers in homes in high-fire and high-flood prone communities with frequent PSPS shutoffs and limited broadband access so that residents can respond quickly and appropriately to emergencies. It will help mitigate coverage gaps in emergency notification systems used by the county. This will greatly reduce the long-term risk of loss of life, injury, suffering and hardship.

Task Narrative

- Task 1 - Create marketing plan, including goals and unique strategies for communities; small community attended event planning; print and distribution strategies and distribution; media distribution strategies and messaging.

- Task 2 – Sole source purchase of receiver units and transmitter maintenance, including procurement approval from HCD.
- Task 3 – Incorporate LMA screening and tracking into database.
- Task 4 – Update staff training and continue operations of receiving orders, fulfillment process, transmitter distribution, and testing process.
- Task 5 - Train Sheriff's Office volunteers to screen interested residents by resident community, distribution of receivers, and tracking information.
- Task 6 – Prepare and distribute direct marketing mailers.
- Task 7 – Prepare and release multi-media campaign.
- Task 8 – Prepare and conduct community events.
- Task 9 – Monitor data, eligibility screening and product distribution through database, develop device tracking capabilities within the program.
- Task 10 – Monthly device testing, survey distribution and analysis.
- Task 11 – Complete HCD activity and fiscal reports according to Standard Agreement.
- Task 12 - Prepare a final closeout report detailing the project's implementation, outcomes, and lessons learned, including a summary of survey results/feedback from recipients using the devices.

Deliverable Narrative

- Deliverable 1 – Sole source procurement and contract documents for receivers and transmitter maintenance
- Deliverable 2 - Marketing Plan specifying material distribution, media buys, and events
- Deliverable 3 – Number of receiver units distributed with LMC benefit tracking
- Deliverable 4 – Number of transmitters that received maintenance by year
- Deliverable 5 – All HCD-required Standard Agreement, activity, and fiscal reports
- Deliverable 6 - Community will be notified directly of program.
- Deliverable 7 - Program information will reach across the media market.
- Deliverable 8 - Completed community events.

- Deliverable 9 - Screen and qualify eligible households.
- Deliverable 10 - Ongoing monitoring of equipment.
- Deliverable 11 - All grant requirements met.
- Deliverable 12 - Final closeout report

3. Budget Worksheets (attached)

The Project budget is included below as Attachments 1 and 2.

Attachment 1 – Grants Network Budget Worksheet is the high level, official budget for the Project. Any adjustments of this budget will result in either a budget revision or amendment.

Attachment 2 – Total Activity Budget Worksheet is the overall, detailed project budget submitted with the application. This budget provides a breakdown of the Grants Network Budget Worksheet. Only changes to the Total Activity Budget Worksheet that impact the Grants Network Budget Worksheet will result in either a budget revision or amendment.

When applicable, documentation that supports the indirect cost rate and activity deliverable costs (ADCs) is included as Attachment 6.

4. Performance Measures

The following performance measures, included as Attachment 3, have been determined to be required for the monthly activity report, at the discretion of HCD and they are in bold below. Each month the Subrecipient will report on how the Project has progress on reaching the target numbers. The proposed target numbers are based on information provided by the Subrecipient and the Work Deliverable is identified per Activity performance measure. Projects are not required to report on the non-bolded items.

5. Project Schedule

The Project Schedule for the Project is included below as Attachment 4.

6. Application (attached)

In addition to the above detail, the Application is included as Attachment 5 for further details. In the event of a direct conflict between Exhibit F language above and the Application, this Exhibit F supersedes the Application to the extent of the conflict.

Attachments:

1. Grants Network Budget Worksheet

2. Total Activity Budget Worksheet
3. Performance Measures
4. Project Schedule
5. Application
6. Indirect Cost documentation, if applicable

Attachment 1: Grants Network Budget Worksheet

Passthrough Agency: California Department of Housing and Community Development
Program: 2017/2018 CDBG MIT-PPS
Project Name/Title: Butte County – Alert FM Early Warning Project
Org Name: County of Butte
Stage: Pre-Award

Report Date: 02/19/2025
Requested By: Community Development County of Butte
CommunityDevelopment@buttecounty.net

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
	Activity	See excel sheet for details	0	$0.00	$0.00	$384,893.47	$0.00		$0.00	Direct Cost
Activity Total			**0**	**$0.00**	**$0.00**	**$384,893.47**	**$0.00**		**$0.00**	
General Administration										
General Administration Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	
Activity Delivery										
	Activity Delivery	See excel for details	0	$0.00	$0.00	$15,106.53	$0.00		$0.00	Direct Cost
Activity Delivery Total			**0**	**$0.00**	**$0.00**	**$15,106.53**	**$0.00**		**$0.00**	

Other

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Other										
Other Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	
Grant Total			**0**	**$0.00**	**$0.00**	**$400,000.00**	**$0.00**		**$0.00**	

Attachment 1: Grants Network Budget Narrative

ACTIVITY COSTS

In-home receivers: 1,500 Alert FM receivers @ $135 per unit; purchased through sole source procurement to provide disaster warnings to households in areas with intermittent electrical outage and limited telecommunication.

Receiver maintenance: $15,000.00 for receiver replacement or maintenance. Infrastructure maintenance will be covered by another funding source.

Insert Card to Test: Each receivers will contain a card in the box to specify when the equipment will be tested. This will ensure the equipment is working successfully when received.

Media Buys/Web Based Ads: The costs associated with social media advertising of the in-home receivers. Web-based marketing has been beneficial as the local media picks up the information on social media and pushes it out into their media markets. This has been a primary tool for reaching households in remote areas of the county.

Direct Mail Posting Printing and Postage: The costs associated with direct mail advertising about the warning system to household in target communities.

Sandwich Boards: Point of awareness supplies to be used within the community or at events to draw attention to the Alert FM public services.

Flyers: Printed materials explaining the FM Alert service, equipment, Q&A, benefits, etc.

Staff:

Program Analyst: Alert FM contract management and monitoring; address and data analysis; coordination with partners; policy and procedure compliance; report preparation; purchasing (407 hours @ $67.07/hour)

Social Worker Associate: Respond to calls and concerns from household that are the most vulnerable clients and residents in the county; participate in the development of outreach messaging (708 hours @ $41.58/hour)

Office Specialist: Oversee data and address for direct mailing and distribution (142 hours @ $25.45/hour)

Information Systems Analyst: Tracking of confidential addresses, integration of LMA requirements into system, and monitoring data integrity (206 hours @ $82.39/hour)

Public Information Officer: In person community education and announcements that communicate the benefits of the receivers (310 hours @ $53.86/hour)

ACTIVITY DELIVERY COSTS

Administrator: Liaison between the lead Butte County department and HCD in contract compliance, HUD policies and procedures; preparation and submission of activity and fiscal reports; monitoring of contract ($15,106.53)

Any budget shortfalls in the program will be covered by the County through other funding sources.

Exhibit F

Attachment 2: Total Activity Budget Worksheet

BUDGET TEMPLATE

AGENCY: County of Butte
PROGRAM: 2017 MIT-PPS Round 2
STAGE: Application
REPORT DATE: 10/25/2024
REQUESTED BY: HCD

Butte County-Alert FM Early Warning Project

ACTIVITY COSTS

Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	Funding Source
In-home receivers	1500 units @ $135/unit	1,500	$135.00	$202,500.00			*CDBG MIT-PPS*
Maintenance	Maintenance and or replacement for reciever units				$15,000.00		*CDBG MIT-PPS*
Insert Card to test	1500 boxes * 2 cards/box @ $0.33 per card	3,000	$0.33	$990.00			*CDBG MIT-PPS*
Media Buys/Web Based Ads	TV, print media, radio, digital ads				$48,419.50		*CDBG MIT-PPS*
Direct Mail Postcard Printing	26,000 cards @ $0.17/card	26,000	$0.17	$4,420.00			*CDBG MIT-PPS*
Postage	26,000 cards @ $0.66 per card	26,000	$0.66	$17,160.00			*CDBG MIT-PPS*
Sandwich Boards	6 @ $100 sandwhch boards for events and local groups	6	$100.00	$600.00			*CDBG MIT-PPS*
Events costs	3 events per year @ $165/event for materials and booth rentals	9	$165.00	$1,485.00			*CDBG MIT-PPS*
Flyers	Printed materials to be distributed through resource and referral efforts				$300.00		*CDBG MIT-PPS*
Program Analyst	Salary & Benefits (407 hrs @ 67.07)	407	67.07	$27,297.49			*CDBG MIT-PPS*
Social Worker Associate	Salary & Benefits (708 hrs @ $41.58)	708	41.58	$29,438.64			*CDBG MIT-PPS*
Office Specialist	Salary & Benefits (142 hrs @ $25.45)	142	25.45	$3,613.90			*CDBG MIT-PPS*
Information Systems Analyst	Salary & Benefits (206 hrs @ $82.39)	206	82.39	$16,972.34			*CDBG MIT-PPS*
DESS Public Information Officer	Salary & Benefits (310 hrs @ $53.86)	310	53.86	$16,696.60			*CDBG MIT-PPS*
			ACTIVITY COST TOTALS:	**$321,173.97**	**$63,719.50**	**$0.00**	

ACTIVITY DELIVERY COSTS

Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	Funding Source
Contract Administration (ADM)	Contract oversight, compliance and monitoring; activity and fiscal reporting.				$15,106.53		*CDBG MIT-PPS*
			ACTIVITY DELIVERY COST TOTALS:	**$0.00**	**$15,106.53**	**$0.00**	

	Extended Cost	Direct Cost	Indirect Cost	Total Cost
GRANT TOTALS:	**$321,173.97**	**$78,826.03**	**$0.00**	**$400,000.00**

Attachment 3: Performance Measures

Goal Title	Subgoals	Work Deliverable
National Objective	# Low-Income (30-50% HAMFI)	
	# Moderate Income (50-80% HAMFI)	
Hispanic Ethnicity Plus Race of Beneficiaries	# American Indian/Alaska Native + Hispanic	
	# American Indian/Alaska Native and Black/African American + Hispanic	
	# American Indian/Alaska Native and White + Hispanic	
	# Asian	
	# Asian and White	
	# Asian and Black/African American	
	# Asian and Black/African American and White	
	# Native Hawaiian/Other Pacific Islander	
	# Other Multi-Racial + Hispanic	
	# White	
	# Unknown Race	
	# Female Head of Household	
Non-Hispanic Ethnicity Plus Race of Beneficiaries	# American Indian/Alaska Native	
	# American Indian/Alaska Native and Black	
	# American Indian/Alaska Native and White	
	# Asian	
	# Asian and White	
	# Asian and Black/African American	
	# Asian and Black/African American and White	
	# Native Hawaiian/Other Pacific Islander	
	# Other Multi-Racial	
	# White	
	# Unknown Race	
	# Female Head of Household	

Goal Title	Subgoals	Work Deliverable
Targeted Section 3 Labor Hours	# of Section 3 Labor Hours	
	# of Total Labor Hours	
Public Services	# of Households reached	1500
Project Status: Phase active this reporting period, enter 1.	0%	
	Project Prep	
	Project Started	
	Project 50% Completed	
	Project 100% Completed	
	Closed-Out	
Expenditure Status: Phase active this reporting period, enter 1.	0% expended	
	1-25% expended	
	26-50% expended	
	51-75% expended	
	76-99% expended	
	100% expended	
Contract Milestones: Phase active this reporting period, enter 1	*1: Activity Initiation.*	
	2: First draw of grant funds	
	3: 50 percent completion	
	4: Reimbursement for 75 percent of grant funds submitted to HCD	
	5: Project Completion	
	6: Submission of Final Financial Report and Close-Out Documents	
	7. Contract Expiration	
Household Demographics	# Disabled	
	# Senior	
	# Homeless	
	# Foster Youth	
	# Single-Parent Household	

Goal Title	Subgoals	Work Deliverable
	# Veterans	
	# of Limited English speaking	
	# Other: LMI Beneficiaries	1400
Activity Report Narrative Request:	In the narrative section please include: 1. Summary of work completed in the reporting period including reference to specific deliverables as indicated in scope of work 2. Report problems or delays during the reporting period or anticipated problems/delays.	

Attachment 4: Project Schedule

1. Activity Initiation: sixty (60) days from the Effective Date. Activity Initiation is defined as the start of creation of a marketing plan.
2. First Financial Report submission requesting reimbursement of grants funds: 90 days from the Effective Date.
3. Project achieves fifty (50) percent completion, defined as 50% of funds expended, 18 months from the Effective Date.
4. Project reaches seventy-five (75) percent of grant funds submitted to the Department for reimbursement 27 months from the Effective Date.
5. A Project achieves one hundred (100) percent completion, defined as 100% expenditure of project activity costs, 36 months the Effective Date.
6. Subrecipient must submit Final Financial Report and Close-Out Documents to the Department for final approval by the Department at least ninety (90) days prior to the Agreement Expiration Date.
7. Agreement Expiration Date is as set forth in the STD 213.

Applications: Butte County – Alert FM Early Warning Project

2017 Round 2 & 2018 MIT-PPS Application

A. General Information

1. Profile
CommunityDevelopment@buttecounty.net

Below, please enter Application Title for your application.

Application Title Format: [Applicant Name] - [Project Name]

Example: Sacramento, City of – Community Food Bank.

2. ApplicationTitle
Butte County – Alert FM Early Warning Project

B. Eligible Activity

All projects funded through the MIT-PPS program must qualify under one of two CDBG-MIT eligible activities:

- Planning and Capacity Building (HCDA Section 105(a)(12)) or
- Public Services (HCDA Section 105(a)(8))

Eligible activities are defined by 24 CFR 570.482 et. Seq.(https://www.law.cornell.edu/cfr/text/24/570.482), Policies and Procedures (P&P) MIT- PPS section 2.1 and the 2017/2018 MIT NOFA section II.D.

Choose the eligible activity that applies to your project.

1. Eligible Activity Category
Public Services

2. Explain how your project meets the definition of the eligible activity that you selected in the question above?
The Alert FM Early Warning Project is a provision of public services for the health, safety, and welfare of Butte County residents by notifying them of imminent threat of personal harm, and is not provided by the unit of general local government, according to HCDA Section 105(a)(8). Prior funding includes a PG&E grant of $75,000 for 1,000 receivers, BOTR donations for $56,500 for 586 receivers. The County's long-term plan for the project following the pilot program is for Alert FM receivers to be available for all residents in the unincorporated areas of the county. Prior distribution efforts include 1,000 devices distributed to community members within designated PSPS areas, with low/no cell coverage between August 2021 and December 2022. 421 devices have been distributed to community members with different phases of emphasis (Magalia and Upper Ridge and Foothill communities) between January 2023 and March 2024. The justification for how the 1500 units were derived as a target for this project using prior program data, includes an analysis identifying 17 rural unincorporated communities, comprised of nearly 30,000 residents and 12,500 households, as the target distribution area most in need. These areas are high-fire and/or high-flood prone areas, with high incidences of PSPS and low to no Broadband coverage. The increase service would allow the distribution of 1,500 additional units within the target 12,500 households, as well as outreach, order fulfillment and transmitter maintenance costs. The prior and current funding focused the distribution of receivers to certain geographical areas within the unincorporated areas of the county, the additional units are needed to serve the other areas of the county that were not previously eligible during the first and current distribution, ensuring funding is not duplicative. The County is willing to develop a tracking system on the devises to meet eligibility requirements.

Public Services

To utilize CDBG-MIT funds for a public service, the funds must either be used for a new service or be used to expand an existing service. This provision was put into place by HUD to prevent the substitution of CDBG-MIT funds for support of public services that are recently being supported by local or state government funds.

- A new service: No local or state funding is in place for the service/project.
- An expanded service: CDBG-MIT funds may only be used to expand a service that has been funded by local or state funds at least 12 months prior to the application. Applicants must demonstrate how the CDBG-MIT funds will result in a quantifiable increase in the level of the existing service.

1. Is this a new or expanded service?
Expanded Service

Provide a narrative establishing there is a need for the new or expanded service in your community. Narrative should incorporate third party evidence, studies, analysis, assessments, etc. Anecdotal letters of support are not documentation of need.

For expanded services, include:

- How long the current service has been in operation,
- How this project, if funded, would result in a quantifiable increase in that service, and
- Why the service increase is needed.

2. Please explain justification for new or expanded services.
The Alert FM Early Warning Project provides home-based individual receivers that alert residents living in remote fire- and flood-prone areas to impending danger. These devices are life-critical to residents in these areas that have frequent Public Safety Power Shutoff (PSPS) events and limited or no telecommunications access, prohibiting other forms of notification that could mitigate imminent loss of life and property.

The Butte County Board of Supervisors authorized $500,000 in PG&E Settlement Funds in 2021 for the Butte County Sheriff's Office to contract with Alert FM to install the infrastructure necessary to send messages to individual receivers located within unincorporated homes, congregate care settings, and businesses. The infrastructure entailed affixing FM transmitter to radio towers. All infrastructure is installed and tested.

An additional $100,000 was invested for a pilot project to distribute 1,000 receivers to households with the highest probability of PSPS who also have weak or no telecommunication signal and may lose the ability to receive emergency alerts when power is out. A local community group, contributed an additional $61,345 in fundraising to purchase an additional 586 receivers, for which 244 have been distributed to date. As the infrastructure is complete and the receiver inventory is depleted, Butte County requires funding to replenish Alert FM home receiver inventory to more homes in the most remote areas of the county.

An analysis has identified 17 rural unincorporated communities, comprised of over 30,000 residents and 13,000 households, as the target distribution area most in need. These areas are high-fire and/or hire-flood prone areas, with high incidences of PSPS and low to no telecommunication coverage. The increase service would allow the distribution of 1,500 additional units within the target 13,000 households, as well as outreach, order fulfillment, and transmitter maintenance costs. As the inventory becomes depleted, additional funds will be sought for increased distribution, based on potential on-going demand.

3. Upload evidence of need for new or expanded public service.
Butte County-Alert FM-Expanded Public Service.pdf

Indicate whether there is a lack of service or if existing services do not meet demand. Describe documentation supporting the lack/shortage of services and document there is no reasonable access to the proposed service or program from another service provider.

4. Provide a narrative indicating there is no reasonable access to the service.
In addition to the over 30,000 residents in remote Butte County areas, further analysis indicates that there are 20,253 addresses in Butte County's unincorporated communities that are have frequent PSPS events. (The uploaded map illustrates the 20,253 addresses in the County's unincorporated areas.) An analysis was completed on areas within Butte County that would not have access to message about a disaster without electricity. These are also households that are subject to 1) increased natural disasters being in high-fire and/or high-flood prone areas, 2) industry-driven risk-mitigating decisions, and 3) geographic technological limitations which place residents at risk of profound danger during a fire or flood. There is no reasonable alternative to mitigating these risks. There is no other early warning system that covers these areas, including Code Red or Integrated Public Alert and Warning System. Every effort is being made to mitigate fire ignition and spread in these areas, but the high-risk remains on both public and private properties. PSPS events are at the sole discretion of PG&E. And while Broadband and expansion of telecommunications is a planning priority, it will not be in place within many years. There are no other entities or service providers in the county with plans to meet this critical mitigation need. Therefore, there is no reasonable access to services which mitigate these life-threatening conditions.

Documentation may include maps indicating location of closest services, lack of routes or insufficient frequency in public transportation to provide access to existing locations, listings and descriptions of active nonprofits and public agencies in the area to demonstrate a lack of service providers. Documentation should support that there is a need for the service in the community. Letters of support or anecdotal statements of inaccessibility will NOT be considered adequate documentation.

5. Upload Reasonable Access supporting documentation.
Butte Count -Alert FM-Reasonable Access Map.pdf

Describe the target population for the service. Indicate whether the population is growing or shrinking and if/how that change is related to the need for services. Describe how you intend to reach that population in your community.

6. Provide a narrative indicating why the population needs this service.

The population in the 17 selected communities need this public service because there is literally no other way of notifying most residents in high risk areas of impending disasters that threatens life and property. While these are all remote, unincorporated communities, there are both similarities and variation in the target populations. Three of the communities are in the flood-prone valley areas and 14 are in the fire-prone, Wildfire Urban Interface and Intermix (WUI) foothill areas. Three have populations over 1,000, and 14 have populations under 1,000. Generally speaking, the population is drawn to these 17 communities because of their remote, often frontier nature, seeking seclusion and a lower cost of living.

Well over half of the communities have experienced fire or flood in the recent past, many still living in the burn scar of the 2017 Wind Complex, 2018 Camp Fire, 2020 North Complex, or 2021 Dixie Fires. The nature of the unprecedented devastation in secluded areas make tracking population change nearly impossible. The fires destroyed thousands of homes leading households to relocate inside and outside the community and county boundaries. Overtime, the population has continued to shift within the communities, as the communities in the burn scar rebuild and as host communities outside the burn scar increase housing development to accommodate the population shift. Reporting population shift within these frontier communities cannot be done accurately and does reflect what happens at this level of destruction. Ultimately, population shift between isolated communities does not measure the demand for the Alert FM system, rather it is the continued isolation that does. Residents in these areas continue to be drawn to the remote, cost-efficient WUI areas, in which the risks of fire, PSPS and limited communication persist.

Another unique attribute of the target population is that many of the lower-income residents within the burn scar continue to live in substandard housing situations on their properties as unsettled law suits, delayed insurance payments, home insurance availability, rebuild costs, and other barriers impede efforts to rebuild. This makes traditional communication methods in the face of imminent threat almost insurmountable. It also makes the population change difficult to accurately count because people may not identify themselves either housed or non-housed based on personal perception and to avoid government involvement. These pioneer communities are not part of the Homeless Point In Time Count. So, while we cannot definitively and quantitatively report the population change in these reclusive communities, there is clearly a qualitative change in the immediate and dire needs of the residents that can only be met through the proposed services.

Documentation may include growth or changes in specific populations (such as the homeless, elderly, youth, large families, individuals living below the poverty line) that are the targeted beneficiaries of the services. Documentation may also include information that identifies the lack of services as a component to population loss (e.g., lack of senior support services means seniors cannot age in place and must relocate to other areas where there are more services) documentation should be as specific as possible and use public data sources (US census, PIT counts, school district data, academic studies, needs assessments, newspaper articles etc.) whenever possible. Letters of support or anecdotal statements of causality will NOT be considered adequate documentation.

7. Population documentation.

Butte County-Alert FM-Target Population.pdf

If fees will result from the Public Services activity, the Applicant must provide additional information.

Note: Fees may not be assessed in order to participate in or benefit from the Public Services project, especially for LMI beneficiaries.

8. Will any fees be assessed as a result of project activities?

No

For CDBG-MIT program purposes, code enforcement is defined as a process whereby local governments gain compliance with ordinances and regulations regarding health and housing codes, land use and zoning ordinances, sign standards, and uniform building and fire codes.

Code enforcement involves the payment of salaries and overhead costs directly related to the enforcement of state and/or local codes. CDBG-MIT funds may only be used for targeted code enforcement efforts that meet the definition of mitigation. Eligible code enforcement activities do not include the costs of correcting code violations identified during routine inspections.

9. Is this a code enforcement program?

No

C. Project Location

Provide the address where the project will take place.

If the project will occur in more than one place, the Applicant's address will be used.

For example:

- Project occurs in one location: food bank

- Project occurs in more than one location: community education project for an entire jurisdiction OR planning project for an entire jurisdiction.

1. Will the project occur in one location?
No

D. Scope of Work

Enter a detailed description of your project which should include at a minimum: what the project is, why it is needed, who the beneficiaries will be, where it will take place, how it will be done and when it will be completed. This should be a similar description provided for the NEPA. Additionally, please indicate if this will be a new project, a modification to an existing project, or if a new type of assistance will be added to an existing project. By completing the narratives below the Applicant is demonstrating a knowledge of need for the project and the steps needed to achieve the desired outcome.

For Planning projects only, provide the following information: What is the end result of the project, specifically the outcome or deliverable. How will the end result of the project be immediately actionable? For example, detail the process and timeframe of how the project deliverable will be utilized and implemented.

1. Project description
The Butte County Alert FM Early Warning Project will provide emergency notification through a satellite FM radio network system to remote households in high-fire and/or high-flood areas with limited telecommunication access. Existing warning systems are dependent on electricity and internet access, which many homes in rural areas do not have, particularly during a disaster or during Public Safety Power Shutoff (PSPS) events, leaving residents without necessary life-saving notifications. The project beneficiaries would be 1,500 households in 17 rural communities that are in high-fire and/or high-flood prone areas, with frequent PSPS events, and limited telecommunications access. A unique, comprehensive marketing campaign will be developed to reach remote households, including multi-media, event participation, identification of small community leaders as mitigation champions, and volunteer public safety officer in-person outreach. The project is built on previous investments that affixed transmitters to radio towers and distributing a limited number of receivers. The Butte County Alert FM Early Warning Project will distribute an additional 1,500 receivers in person and by mail over three years.

Butte County has faced multiple catastrophic disasters in the past five years. The 2017 Oroville Dam Spillway incident threatened the safety of 200,000 residents in downstream communities. It was the single largest peace-time, non-hurricane, no-notice evacuation in the history of the United States. The 2017 Wind Complex Fire crossed county lines burned areas surrounding the Bangor community. The 2018 Camp Fire was the deadliest and most destructive fire in the history of California, destroyed 18,793 structures and killed 85 people. The 2019 winter floods destroyed county infrastructure and jeopardized homes particularly in the burn scar. And, the 2020 North Complex Fire, the most deadly and destructive California fire in 2020, leveled Butte County communities and killed 16 people. All these disasters required massive evacuation efforts.

The problem to mitigate is restricted emergency information distribution to residents during disasters. Disasters at the level Butte County has experienced require immediate and specific communication to residents to know how to quickly, efficiently, and appropriately respond to protect lives and property. Every disaster is unique and a single alert and warning system will not reach all residents. Residents need to know immediately when and how to safely evacuate, particularly in foothill communities with limited evacuation options. Informed and engaged residents allow emergency responders to more efficiently react to the crises. The consequences to the lack of specific, immediate information is the potential loss of human life while evacuating; the destruction of housing, infrastructure, and community; and significant and long-term environmental and economic impacts.

Loss of power and limited broadband access restrict vital communication and further jeopardizes the safety of residents during a disaster. Since the Camp Fire, PG&E has instituted PSPS in an effort to mitigate risk of fire during certain weather events. In 2021, there were 135,000 Butte County customers impacted by PSPS events, although they most frequently impact the more remote communities. Further, power outages often occur as a result of disaster incidents.

Due to their remote locations, many residents do not have landline phone service and typically rely on wireless internet service in their homes for cell phone connection. When the power is shut off during a PSPS event, residents lose their wireless internet connection. When cell phone service is lost, residents may be unable to receive emergency alerts through Code Red and the Integrated Public Alert and Warning System (IPAWS).

The mitigating action is to provide Alert FM Receivers in homes in 17 in high-fire and high-flood prone communities with frequent PSPS shutoffs and limited broadband access–so that residents can respond quickly and appropriately to emergencies. The system uses an FM radio broadcast network system, and a reliable communication delivery platform that has been deployed and proven for decades. It will help mitigate coverage gaps in emergency notification systems used by the county. The project is an “opt in” system in which devices are only provided to those upon request.

Local alert messages are transmitted from the local Sheriff’s Office, or state/federal alert systems, to home-based receivers via satellite radio infrastructure. It is disaster specific and geographically targeted. Messages identify the specific type of emergency and the best way to respond.

The project provides Alert FM receivers to residents in 1,500 remote households. The units are portable (powered by electricity and AA batteries) to allow updates during the evacuation. Receivers light up and sound an alert, then text messages are sent in English and Spanish. There is a standard warrantee with no annual fees for the end user. Functionality is plugging in the unit and can be verified at home with a status icon, or by a test “ping” between the home and vendor. The materials will remind residents that batteries should be changed each year when the smoke detector batteries are changed.

During the previous “pilot project” several components were tested and modified to set up Phase 1 (proposed her for CDBG-DR funds) a success. Outreach strategies was developed and tested among households, primarily through mailings and social media. And while the strategies were successful in reaching many households, the unique characteristics and apprehensions of remote households merit an expansion in planning and execution. It was also determined that the educational strategies could be better partnered with the outreach, and therefore volunteer with the Sheriff’s Office will become more present in the communities to help residents prepare for emergencies. A database and internal system for screening interested households was developed and tested. Distribution strategies from the vendor versus a third part distributor were also tested for cost and efficiencies. Also, the receipt of the equipment by the resident and the functionality was also modified during the pilot. The devices are now delivered with instructions that include when the device will be tested with a warning so that the recipient can notify the County should there be any problems. A survey will be distributed to residents utilizing the device to accompany monthly testing of the otherwise passive devices. The survey will measure the receipt of a test alert and user satisfaction with the device.

The Alert FM system has already established the project infrastructure. Satellite dishes have been mounted on five FM transmitters, and run through a series of tests to confirm transmission integrity, uninterrupted power supply, and dispatcher link verification. The vendor will continue to test and maintain the equipment and software with an annual fee.

The distribution process will begin with a strategic campaign, including direct mail to consumers in the In-Home Supportive Services Program to reach the most medically fragile and financially vulnerable population. Geographically isolated populations with limited communications will also be targeted. Ads will be placed in the local newspaper and radio stations, and County staff will table community events. Trusted local leaders and champions will be sought to promote the units. The Sheriff’s volunteer team will also integrate outreach and distribution in their work in the communities. Orders will be received by county staff and directly fulfilled by a vendor or volunteer public safety officers.

This will all be accomplished as a Butte County multi-department project. Butte County Department of Employment and Social Services (DESS) will oversee the contract with the product vendor and coordinate inventory, order fulfillment and testing. DESS will lead the outreach campaign,and promote units to those who are most vulnerable and economically disadvantaged. DESS will also gather, monitor and report data and finances. The Butte County Sheriff’s Office (BCSO) will oversee the emergency announcements, the maintenance on the towers, and the distribution of units by staff and their volunteer teams to the community. Butte County Emergency Management will also participate in the outreach campaign, particularly during preparedness events in the targeted communities. Butte County Administration will oversee the CDBG-DR contract, drawing from staff expertise on CDBG-DR policies, procedures, reporting and monitoring.

The expected outcome is 1,500 households may efficiently evacuate during the next disaster, reducing community trauma and saving lives. In addition, the efficient evacuation of the 1,500 households furthers the safety of those that live near those households and emergency responders. Effective action will allow emergency responders to prioritize resources on managing the disaster improving outcomes for housing, infrastructure, the economy, and the environment. When households are informed they can verbally notify others of danger, and ingress and egress routes and processes or more productive. When people have successfully evacuated, early responders can attend to the disaster and when evacuation routes are clear, early emergency responders can access the area to mitigate the spread of the disaster. Therefore, while 1,500 households will receive the equipment, over 30,000 residents – and early responders - will benefit from them.

Butte County is not currently notified if a device is moved and we do not retrieve devices. The devices are the property of the community resident. Devices can be monitored to ensure they are serving LMI area(s) by adding income information on the device applications. The devices are purchased individually as they are distributed.
DESS maintains a database with all Alert FM recipients, DESS ensures those that receive devices are within the eligible service areas, and DESS will cross check to ensure devices are not provided to households who previously received a device in the pilot program. Program operators could reach out to those who have received Alert FM devices to provide reminders or utilize their Public Information Officer to send out reminders. The batteries are long lasting and require little maintenance. Reminders can be sent out to recipients via the device on an annual or biannual basis. The County does not track the devices after they are distributed, as they become the property of the community member. To track the use/sale of the equipment, DESS provides lists monthly to the contractor and receives monthly invoices from the contractor. Alert FM devices are being distributed to community members residing within areas of the county that do not have any other early warning system. During times of crisis and evacuation, providing Alert FM warnings to these community members allows them time to evacuate. All maintenance is provided by the contractor. The County

is currently paying for annual software maintenance with General Funds. The transmitters are a “receive-only” type of satellite dish and allow USGS, National Weather Service, Fire and Amber alerts, as well as audio messages which are transmitted to the receiver by one of the 25 secure County authorized user accounts, which are transmitted via an encrypted link. The contractor determined the pricing in their initial proposal. Alert FM was the only known product to provide this service at the time of implementation. The costs are determined by Alert FM and the Butte County Sheriff’s Office. AlertFM receiver is the only advanced emergency warning receiver that is not dependent on electricity for power or cellular reception to receive emergency warning messages. The receiver uses FM radio signal. There are no other providers of the receivers. Initial procurement was from PG&E donation (7/15/21 – 6/30/22). The current procurement is through Bare-on-the-Ridge Donation (11/30/22 – 6/30/24, extended to 12/31/24). The program may track the distribution and LMA benefit to meet eligibility and reporting requirements. To ensure functionality, the Sheriff's office sends out monthly test signals. A brief survey will be developed and administered to ensure the units are functioning as intended, including signal reach and audibility.

Provide a detailed narrative describing the steps to be taken to complete the activity (i.e., task 1 - create marketing plan; task 2 - hold town hall meeting; task 3 - analyze feedback etc.) This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

2. Detailed Scope of Work - Task Narrative

Task 1 - Create marketing plan, including goals and unique strategies for communities; small community attended event planning; print and distribution strategies and distribution; media distribution strategies and messaging

Task 2 – Sole source purchase of receiver units and transmitter maintenance, including procurement approval from HCD

Task 3 – Incorporate LMA screening and tracking into database

Task 4 – Update staff training and continue operations of receiving orders, fulfillment process, transmitter distribution, and testing process

Task 5 - Train Sheriff’s Office volunteers to screen interested residents by resident community, distribution of receivers, and tracking information

Task 6 – Prepare and distribute direct marketing mailers

Task 7 – Prepare and release multi-media campaign

Task 8 – Prepare and conduct community events

Task 9 – Monitor data, eligibility screening and product distribution through database, develop device tracking capabilities within the program.

Task 10 – Monthly device testing, survey distribution and analysis.

Task 11 – Complete HCD activity and fiscal reports according to Master Standard Agreement

Task 12 - Prepare a final closeout report detailing the project's implementation, outcomes, and lessons learned, including a summary of survey results/feedback from recipients using the devices.

Provide a detailed narrative describing the deliverables that will be completed as part of this project (i.e., deliverable 1- marketing plan; deliverable 2- town hall meeting minutes; deliverable 3- labor compliance files etc.). This deliverable narrative should indicate your knowledge of the documentation necessary to monitor and evaluate project compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

3. Detailed Scope of Work - Deliverable Narrative
Deliverable 1 – Sole source procurement and contract documents for receivers and transmitter maintenance
Deliverable 2 - Marketing Plan specifying material distribution, media buys, and events
Deliverable 3 – Number of receiver units distributed with LMC benefit tracking
Deliverable 4 – Number of transmitters that received maintenance by year
Deliverable 5 – All HCD-required Standard Agreement, activity, and fiscal reports
Deliverable 6 - Community will be notified directly of program.
Deliverable 7 - Program information will reach across the media market.
Deliverable 8 - Completed community events.
Deliverable 9 - Screen and qualify eligible households.
Deliverable 10 - Ongoing monitoring of equipment.
Deliverable 11 - All grant requirements met.
Deliverable 12 - Final closeout report

E. Project Milestones

Milestones provided in this section are required and will become part of the Standard Agreement. Complete the milestones by providing a length of time to complete each. For example: “60 days from STD 213 execution, 90 days from Milestone #3, etc.”

- Milestone #1 - Activity Initiation: No later than 60 days from execution of the STD 213.
  - The first milestone is the proposed activity start date, which is the date by which project activity begins.
- Milestone #2 - First draw of grant funds
- Milestone #3 - 50 percent project completion
- Milestone #4 - Reimbursement of 75 percent of grant funds submitted to HCD
- Milestone #5 - Project completion
  - Projects should plan to be completed no later than 36 months from execution of the STD 213. Projects needing more time must justify the additional time to HCD.
- Milestone #6 - Submission of final financial report and close-out documents
  - Final financial report and closeout documents must be submitted to HCD following completion of the project and at least 120 days prior to contract expiration to allow time for HCD to complete review, processing, and closeout activities.
- Final Milestone: Contract expiration: 72 months from execution of the STD 213.
  - The final milestone is the contract expiration date, which is the date by which all project activity, reporting, monitoring, and closeout activities must be completed.

The Applicant has the option, but is not required, to include additional milestones than those listed above. Please answer "yes" to Question #8 if you would like additional milestones.

1. Enter proposed length of time to meet Milestone #1 - Activity Initiation
60 days

2. Enter proposed length of time to meet Milestone #2 - First draw of grant funds
90 days

3. Enter proposed length of time to meet Milestone #3 - 50 percent project completion
18 months

4. Enter proposed length of time to meet Milestone #4 - Reimbursement of 75 percent of grant funds submitted to HCD
27 months

5. Enter proposed length of time to meet Milestone #5 – Project completion
36 months

6. Enter proposed length of time to meet Milestone #6 – Submission of final financial report and close-out documents
34 months

7. Will more than 36 months be needed in order to complete the project?
No

8. Do you want to add additional optional milestones?
No

F. Project Performance Measures

Choose the projected performance measure(s) the project intends to meet. Select all that apply. There are no wrong answers. If selected for award, HCD will verify the selection to ensure it is aligned with the project's Scope of Work. The performance measure(s) will then be included in the Standard Agreement. Updates on the performance measure(s) will be provided by the subrecipient in the Monthly Activity Report.

1. Public Services Performance Measures
# of Households reached

2. Based on the projected performance measure(s) selected above please provide an estimated percent or number this project intends to meet. Example: A community food bank project proposes to serve 200 households. Performance Measure: # of households reached Answer: 200 households reached.
The Butte County Alert FM Early Warning Project proposes to serve 1,500 households in the unincorporated area of Butte County. Note: Yuba County does not have the infrastructure to support the program, i.e. radio towers, so the program will be conducted in Butte County only.

G. Geographic Eligibility

Projects must benefit the area designated by HUD as the most impacted and distressed areas, or “MID,” within the disaster declared impacted counties under DR-4344, DR-4352, DR-4382, and DR-4407.

See 17MIT-PPS P&Ps Section 2.4. and 18MIT-PPS P&Ps Section 2.3.

2017 MID Counties:

- Sonoma County
- Ventura County

2017 MID Zip Codes:

- 95470 – Mendocino County
- 95901 – Predominantly Yuba County
- 94558 – Predominantly Napa County
- 95422 – Predominantly the City of Clearlake in Lake County
- 93108 – City of Montecito, located in Santa Barbara County

2018 MIDs:

- Butte County
- Lake County
- Los Angeles County
- Shasta County

1. Is the project located in a 2017 or 2018 MID area?
2017

1a. Which 2017 MID area(s) is the project located in or will the project benefit?
95901 - Predominantly Yuba County

2. Upload map(s) of project service area in relation to the MID area(s).
Butte County-Alert FM-Service Area MID Map.pdf

H. Mitigation Eligibility

HUD defines mitigation as: Activities that increase resilience and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. See (17MIT-PPS P&Ps Section 2.6 or 18MIT-PPS P&Ps Section 2.6)

1. Provide a detailed description of how the project will meet the definition of mitigation.

Butte County has faced multiple catastrophic disasters in the past five years, requiring massive evacuation efforts. However, there is restricted emergency information distribution to many residents during disasters. Disasters at the level Butte County has experienced require immediate and specific communication to residents to know how to quickly, efficiently, and appropriately respond to protect lives and property. Every disaster is unique and a single alert and warning system will not reach all residents. Residents need to know immediately when and how to safely evacuate, particularly in foothill communities with limited evacuation options. Informed and engaged residents allow emergency responders to more efficiently react to the crises. The consequences to the lack of specific, immediate information is the potential loss of human life while evacuating; the destruction of housing, infrastructure, and community; and significant and long-term environmental and economic impacts.

Loss of power and limited telecommunication access restrict vital communication and further jeopardizes the safety of residents during a disaster. Since the Camp Fire, PG&E has instituted PSPS in an effort to mitigate risk of fire during certain weather events. In 2021, there were 135,000 Butte County customers impacted by PSPS events, although they most frequently impact the more remote communities. Further, power outages often occur as a result of disaster incidents.

Due to their remote locations, many residents do not have landline phone service and typically rely on wireless internet service in their homes for a cell phone connection. When the power is shut off during a PSPS event, residents lose their wireless internet connection. When cell phone service is lost, residents may be unable to receive emergency alerts through Code Red and the Integrated Public Alert and Warning System (IPAWS).

The mitigating action is to provide Alert FM Receivers in homes in high-fire and high-flood prone communities with frequent PSPS shutoffs and limited broadband access so that residents can respond quickly and appropriately to emergencies. The system uses an FM radio broadcast network system, and a reliable communication delivery platform that has been deployed and proven for decades. It will help mitigate coverage gaps in emergency notification systems used by the county. This will greatly reduce the long-term risk of loss of life, injury, suffering and hardship.

I. National Objective & Beneficiaries

Choose the national objective from the list. Criteria for national objectives can be located at 24 CFR 570.483 https://www.law.cornell.edu/cfr/text/24/570.483, 17MIT-PPS P&Ps Section 2.5 or 18MIT-PPS P&Ps Section 2.5

1. National Objective

Low- and Moderate-Income

1a. National Objective - LMI

Limited Clientele (LMC)

Please indicate the proposed number of beneficiaries that will benefit or be served by this project. Projects utilizing the LMI national objective must have at least 51% of beneficiaries that are low-to-moderate-income individuals.

Depending on the selected national objective, provide the following information:

- LMA: number of LMI persons in the project service area that will benefit. This number will come from the HUD Census data;
- LMC: number of LMI persons that will benefit from the project. This number will come from the project information;
- UNM total number of individuals to be served.
    - UNM projects must also provide a proposed LMI percentage but there is no threshold requirement for that percentage. The LMI persons proposed to benefit from a UNM project may be determined by using HUD Census data for the project area.

Note: Planning projects must provide the number of proposed LMI beneficiaries and proposed total beneficiaries of the project but there is no LMI percentage requirement as a national objective does not apply to Planning projects.

Only enter numbers, do not enter commas nor periods.

2. What is the total number of proposed beneficiaries to be served by this project?

1500

3. What is the total number of proposed LMI beneficiaries to be served by the project?

1400

4. What is the proposed LMI beneficiary percentage?

0.93

LMI - Limited Clientele

To qualify under the LMI-Limited Clientele (LMC) national objective, the activity must meet the criteria under HUD's basically CDBG manual, Chapter 3: 3.2.2:

Activities in this category provide benefits to a specific group of persons rather than everyone in an area. It may benefit particular persons without regard to their residence, or it may be an activity that provides a benefit to only particular persons within a specific area.

With respect to determining the beneficiaries of activities as LMI and qualifying under the limited clientele category, activities must meet one of the following tests:

- Benefit a clientele that is generally presumed to be principally LMI. This presumption covers abused children, battered spouses, elderly persons, severely disabled adults (see the box below), homeless persons, illiterate adults, persons living with AIDS and migrant farm workers; or
- Require documentation on family size and income in order to show that at least 51 percent of the clientele are LMI; or
- Have income eligibility requirements limiting the activity to LMI persons only;
- Project is of a nature and in such a location that the Project's beneficiaries are primarily LMI persons.

1. How will the project meet the LMC national objective?
Project will income certify beneficiaries as LMI

4. Describe how the project will implement a process to income certify beneficiaries as LMI.
Program operators will add income qualification information to the device application and will certify clients as LMI before distribution.

J. PPS Thresholds

Projects must meet an HCD Program Threshold. Details on HCD Program Threshold compliance documentation, including, when applicable, lists of qualifying geographic areas and maps, are provided in the MIT-PPS Policies and Procedures Section 2.5 and Appendix B.

1. Select the HCD Program Threshold the project will meet:
Benefit low resource communities

Threshold: Benefit Low Resource Communities

To meet the HCD program threshold "Benefit Low Resource Communities" the project must qualify under the following definition:

Project must be located in a census tract with:

- A Social Vulnerability Index (SVI) of greater than 0.5 or a local to state median income ratio of less than 0.8;

AND

- A total hazard risk percentile greater than 0.6 OR a single hazard percentile greater than 0.8.

See the program Policies and Procedures appendix for more information.

1. Identify the low resource community census tract(s) the project is located in or will benefit.
6007003300; 6007002400; 6007001600; 6007002602; 6007001702; 6007003200; 6007003002; 6007001704

2. Upload map of project location/service area and selected census tract(s).
Butte County-Alert FM-Service Area MID Map.pdf

K. Budget

HCD must review projects submitted for funding in terms of cost reasonableness, in accordance with federal regulations found at 2 CFR 200. To fulfill this requirement all projects must be able to support the CDBG-MIT funding request with an explanation of how the amount was determined.

Additionally, projects submitted for CDBG-MIT funding, where CDBG-MIT funding will not fund 100% of the project, must demonstrate that other funds are committed and available to complete the project. The Total Project Budget template found in the application files must be completed to demonstrate the total project cost as well as any other sources of funding.

Funded projects will use Grants Network to submit financial drawdown/reimbursement requests; therefore, the linked eCivis Budget must be completed.

1. CDBG-MIT Funding Amount Requested
400,000

2. Provide a basis for the requested funding amount.
Historical Data

3. Does the CDBG-MIT funding request equal the total budget amount?
Yes

Total Project Budget (Excel) – must be uploaded using the Total Project Budget Workbook Template provided in the application files. The Total Project Budget must include the following:

- Total Project amount, identifying costs for MIT-PSS as well as any other funding sources.
- Individual line items for all anticipated project costs and expenses.

Reminder, the eCivis Budget must also be completed.

6. Upload the Total Project Budget (Excel template)
Butte County-Alert FM-rework11.21.24.xlsx

CDBG-MIT budgets found in the Grants Network portal are required at application submission. Required budget information includes direct costs only.

Direct costs for activity must be completed and clearly identified. Do not include any information on indirect cost, match, or cost share.

Applications submitted without a complete Grants Network budget cannot be considered for award and will be returned to the Applicant.

7. Have you completed and submitted your CDBG-MIT budget in the Grants Network portal?
Yes

Budget narrative should include information about activity viability if the project is only partially funded. For instance, can the project scope be reduced the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Include budget information that describes your activity budget as uploaded. Make sure the budget narrative has a relationship to the tasks and deliverables described in the application.

Applications submitted without a complete Grants Network budget narrative cannot be considered for award and will be returned to the Applicant.

8. Have you completed a detailed narrative of your MIT-PPS budget within the Grants Network budget template?
Yes

L. Organization Information

1. Applicant type
Jurisdiction

2. Enter the legal name of the Applicant
County of Butte

3. Applicant Street Address
25

4. Applicant Street Name
County Center Drive

5. Applicant Suite #
213

6. Applicant City
Oroville

7. Applicant State
CA

8. Applicant Zip Code
95965

Program census location: The census information in this section will be used for legislative and congressional district tracking.

Please use the census information of your primary facility or the designated address of the responsible organization. If you are doing a LMA activity, you will be asked to provide additional census information specific to your service area. It is ok if the information is duplicative.

Use the HUD LMSI mapping tool located at Low- and Moderate-Income Area Data, based on 2011-2015 ACS (https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd) to gather the required census tract information as identified by the address below. Identify the census location data for the administrative entity of this application (if this is a county use the County Administration building, if this is a city use City Hall or an administrative facility).

9. Enter your County Code
007

10. Enter the census block group(s) served by the project.
Census Places were used for LMA eligibility:Berry Creek CDP, Butte Creek Canyon CDP, Butte Meadows CDP, Clipper Mills CDP, Cohasset CDP, Concow CDP, Forbestown CDP, Forest Ranch CDP, Honcut CDP, Kelly Ridge CDP, Magalia CDP, Palermo CDP, Robinson Mill CDP, South Oroville CDP, Stirling City CDP, and Yankee Hill CDP

M. Partner Information

1. Does the application include a Partner?
No

N. Subrecipient Grantee

Eligible Applicants may work with a Grantee, called a Subrecipient Grantee, to assist them in implementation of their proposed project. A Subrecipient Grantee is a local government, special district, Tribal Entity, or other similar entity.

1. Does the application include a Subrecipient Grantee? (Unit of local government, special district or similar entity)
No

O. Supplemental Application Information

If there is any supplemental information you would like to provide, please use the following field to provide any additional information in a single file upload.

Note: this is not a required field.

1. Supplemental Upload
Butte County - Alert FM - Cap Exemption Request Revised.pdf

Average Score
0.00

Budget Worksheet

View Budget Worksheet
https://portal.ecivis.com/#/peerBudget/C2B0CA4F-061C-49CC-9B70-771AAADEF3C6

Application Goals

View Application Goals
https://portal.ecivis.com/#/peerGoals/E787650F-34ED-4EDE-932B-6E6721C1AEB5

# of Reviews
1

# of Denials
0

Organization Name: County of Butte **Program Name:** CDBG-DR MIT-PPS

DUPLICATION OF BENEFITS AFFIDAVIT

INSTRUCTIONS

The affidavit is divided into three (3) components:

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

Read each component in full and provide the accurate information.

Part 1. Funding Sources

This affidavit must be completed by all applicant(s) that have applied for and/or received any assistance from the CDBG-DR funded State of California 2017/2018 CDBG-MIT Planning and Public Services and Resilient Infrastructure Program being offered by the California Department of Housing and Community Development (HCD) and signed by the Authorized Representative. The information within this affidavit will provide the California Department of Housing and Community Development (HCD) with vital information for processing the application required by the Stafford Act Section 312 on Duplication of Benefits.

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

Source	**Purpose of Assistance** *Ex: Economic Development public services, Rehabilitation & improvements of public facilities*	**Current Status of Funds** *Ex: Obligated from FEMA, Pending Approval, etc.*	**Amount Received ($)**
☐ U.S. Department of Housing and Urban Development			
☐ FEMA National Flood Insurance			
☐ FEMA Individual Assistance or Public Assistance			
☐ FEMA Hazard Mitigation Grant Program (HMGP)			
☐ Small Business Administration			
☐ U.S. Army Corps of Engineers			
☐ U.S. Department of Transportation			

☐ Federal Economic Development Agency			
☐ CARES Act / American Rescue Plan Act			
☐ State and Local Level Housing Department			
☐ State and Local Emergency Management Agency			
☐ State and Local Department of Transportation			
☐ Insurance			
☐ Philanthropic Funds			
☐ Utility Settlement			
☐ Budgeted Local Funds			
☐ Other: ______			
☐ Other: ______			

Part 2. Attachments

Attached to this affidavit are copies of any and all acceptable document for each of the above referenced sources of funds identified as a result of the October 2017, December 2017, August 2018 and/or November 2018 fires, identified as presidentially declared disasters, DR-4344, DR-4353, DR-4382 and/or DR-4407.

Part 3. Signature(s)

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

Máximo A. Pickett
Authorized Representative Printed Name

County of Butte
Organization

Authorized Representative Signature

01/09/2024
Date

WARNING: The information provided on this form is subject to verification by the State of California and the U.S. Department of Housing and Urban Development (HUD) at any time. Title 18, Section 1001 of the U.S. Code states that knowingly and willingly making a false or fraudulent statement to a department of the United States Government can result in termination of assistance and civil and criminal penalties.

EXHIBIT G
SUBRECIPIENT PROFILE

Profile: CommunityDevelopment@buttecounty.net

Applicant Information

Tell us about you.

Linked Applicant
CommunityDevelopment@buttecounty.net

First name
Community Development

Last name
County of Butte

Email
CommunityDevelopment@buttecounty.net

Title

Company
County of Butte

Company Website
www.buttecounty.net

City
Oroville

State
California

Organization Information

Tell us about your organization.

Organization Name
County of Butte

Employer Identification Number (EIN)
94-6000506

DUNS
076124395

Authorized Representative
Maximo A. Pickett

Business/Finance Representative
Meegan Jesse

Organization Address

Address
25 County Center Drive

Address 2
Suite 200

City
Oroville

State
California

County
County

Congressional District/Region
1

Zip
95965

Phone
530-552-3300

Phone Extension

Fax
530-538-3831

Authorized Representative (if different from above)

Name

Title

Email

Phone

Business/Finance Contact (if required)

Name

Title

Email

Phone