

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
17-MITPPS-23006

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME

City of Clearlake

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-02/2025
Exhibit D	CDBG - MIT-PPS Terms and Conditions	31
Exhibit E	Special Terms and Conditions	1
Exhibit F	Detailed Scope of Work, Budget, and Application	30
Exhibit G	Subrecipient Profile	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

City of Clearlake

CONTRACTOR BUSINESS ADDRESS

14050 Olympic Drive

CITY

Clearlake

STATE

CA

ZIP

95422

PRINTED NAME OF PERSON SIGNING

ALAN FLORA

TITLE

CITY MANAGER

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

3.19.25

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PURCHASING AUTHORITY NUMBER (If Applicable)

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

03/20/2025

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. Subrecipient Scope of Work

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

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

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

EXHIBIT A

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

- 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.

EXHIBIT A

4. Effective Date and Commencement of Work

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

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. MIT-PPS Program Contract Management

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

EXHIBIT A

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 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.

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5. Expenditure of Funds

A. Activity Costs

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

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

B. Priority of Funds

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

EXHIBIT B

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

F. Compliance with the OMB Uniform Guidance Audit Requirements

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

G. Grant Administration

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

6. Method of Payment

Payments will be made directly to the Subrecipient as reimbursements 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

EXHIBIT B

project implementation, delivery, and completion.

- 2) Activity Delivery Costs expenditures shall be paid only after such costs are expended for approved Work satisfactorily completed, provided the Department determines that the 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. Recapture of Funds

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

- A. The Subrecipient does not comply with the terms of this Agreement, or any agreement executed by the Subrecipient and the Department in connection herewith.
- B. The Subrecipient withdraws from the program prior to completion of the Project(s) or Activity(ies).
- C. The Subrecipient fails to meet a National Objective.

EXHIBIT B

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

8. **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;

EXHIBIT B

- B. If applicable, a copy of the produced plan;
- C. If applicable, Final Labor Standards Report as described in Exhibit 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. **Document Retention Policy**

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

CDBG- MIT-PPS PROGRAM 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 10th of each month.

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

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

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

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:

- 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. Duplication of Benefits

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

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

- 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(I) 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

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.

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

9. Compliance with State and Federal Laws and Regulations

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

10. Authority to Impose Additional Special Conditions

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

- A. When, in 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

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

- 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**

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.

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

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. Environmental Compliance

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

- B. The Subrecipient shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all regulations and guidelines issued thereunder.
- C. The Subrecipient shall comply with the requirements of the Clean Air Act, 42 U.S.C. 1857, *et seq.*, as amended.
- D. The Subrecipient shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Parts 15 and 50, as amended.
- E. The Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- F. The Subrecipient shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.
- G. The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. The Subrecipient shall also comply with Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

- H. Subrecipient shall comply with all National Environmental Policy Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR 1500 – 1508. 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

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,

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

18. Federal Labor Standards Provisions

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

- A. Davis-Bacon Act (40 U.S.C. §§ 3141-3148), which requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- B. "Anti-Kickback Act of 1986" (41 U.S.C. §§ 51-58), which prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The act also provides that the inclusion of kickback amounts in contract prices is prohibited conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.
- C. Contract Work Hours and Safety Standards Act CWHSSA (40 U.S.C. § 3702), which requires that workers receive "overtime" compensation at a rate of one and one half (1 1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5, which are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

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

19. State Prevailing Wages

- A. The Subrecipient shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 [LC Section 1720-1743] pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations are met.
- B. For the purposes of this requirement "construction work" includes, but is not

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

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

20. Agreements with Contractors

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

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

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

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

C. Contractors shall:

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

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

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.

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.

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

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. Signs

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

29. Insurance and Bonding

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

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

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

30. Indemnification

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.

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

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.

- 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 CDBG-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 CDBG-DR program, anyone working in the CDBG-DR program, contractors, and the public.

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

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

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

37. **Whistleblower Protections**

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 oiq@ftc.gov,
 - c) Filing a complaint with the Office of Special Counsel (OSC) <http://www.osc.gov/>

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

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

- b) Violates an Executive Order of the Governor, a California Rule of Court, or any policy or procedure required by the State Administrative Manual or State Contracting Manual, or
 - c) Is economically wasteful or involves gross misconduct, incompetency, or inefficiency. Complaints received by the State Auditor are confidential, and the identity of the complainant may not be revealed without the complainant's permission, aside from to an appropriate law enforcement agency conducting a criminal investigation.
- 2) There are many ways to file a complaint:
- a) By Telephone
You may call the Whistleblower Hotline at (800) 952-5665 to file a complaint by talking to one of the State Auditor's employees. The hotline generally is staffed Monday through Friday from 8:00 a.m. to 5:00 p.m. If you call when the hotline is not being staffed, or staff is occupied with other calls, you may leave a voicemail message requesting a return call.
 - b) By Mail or Facsimile
You may file a complaint in the form of a letter to the State Auditor addressed as follows:

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

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

As an alternative, you may complete the electronic version of the complaint form (which is available on the State Auditor website at auditor.ca.gov), print it out, and return it by mail or facsimile as stated above.
 - c) Online
Although the State Auditor does not accept complaints by e-mail, you may file a complaint online at <https://www.auditor.ca.gov/contactus/complaint>

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

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

38. Authority to Post Remediated Versions of Agreement

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

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

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

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: Water System Consolidation Plan

Grants Network Unique Identifier (Contract Number): 17-MITPPS-23006

1. Program Overview

THE CDBG-MIT PPS ELIGIBLE ACTIVITY:

- Planning and Capacity Building (Sec. 105(a)(12))

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

- N/A

THE METHOD OF MEASURING THE NATIONAL OBJECTIVE, IF LMI:

- N/A

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

- Total beneficiaries: 15,895
- Total low/mod beneficiaries: 10,600

2. Activity Scope of Work (“Work”)

The Water System Consolidation Plan aims to study the relationship between the City’s three independently operating water districts to evaluate the feasibility of consolidation or otherwise improved measures at more efficient municipal water distribution. In executing this study, the subrecipient hopes to analyze aspects of engineering, infrastructure, operations, funding, coordination, and cooperation, in addition to holding public meetings and arriving at conclusions that may inform policy moving forward.

The approach to the study will include:

1. Data Gathering and Analysis

The first steps needed to further consider these potential opportunities involves gathering useful information on each of the three water systems. It is expected that data requests would be sent to local purveyors who would respond. If insufficient response is received, FOIA requests would be made and local LAFCo would be solicited to assist to the extent they can. Ultimately, with two of the three providers not being public entities, not all information may be obtained.

2. Fatal Flaw Analysis

Following collection and review of basic water system information, a high-level analysis of consolidation pros and cons, and a “fatal flaw” analysis should be prepared as a first step in reviewing the potential upsides and downsides of water system consolidation. This overview would include a reconnaissance level discussion of governance options, and descriptions of potential future organizational structures including staffing plans and discuss the potential merits of each. The results of this exercise would be preparation of a Technical Memorandum summarizing findings. If fatal flaws are discovered, a study off ramp would be available. If fatal flaws are not identified, it would be expected that these results would be included in the final report. A meeting with the City Ad-Hoc Water Committee is assumed at this stage.

3. Water System Hydraulic Model and High-Level Water System Engineering Analysis

Preparing a common hydraulic model of the combined systems is needed to allow analysis of opportunities for maximizing operational efficiencies, locating additional system interconnections, better managing available storage, improving fire flows, and reformulating pressure zones should two or more of the three systems be operated as a single combined system. Input data for the model will include whatever available information is provided for distribution system sizes ages and materials of construction. Geographic Information System mapping importable to the modelling software is typically assumed. Data for the modelling effort for the supply side will include source production records including average day, peak day and peak hour data from treatment plants, wells and pump stations. Data for the demand side will be based on customer meter readings if they are available in a format that can be imported to the model. Otherwise, demand data will be based on averages of commercial and residential consumption information applied uniformly over areas based on zoning.

The Model will be calibrated to available operations records and model runs will be performed to analyze impacts of operating the system in a combined fashion instead of as independent systems.

4. Public Outreach Plan and Early Implementation Steps

At present customers of the three separate water systems each receive different information from their respective purveyors and are likely largely unaware of present difficulties with coordinating planning and projects, fire flow deficiencies, facility redundancies and shortcomings in operations

efficiencies. Should a water system consolidation be shown to be beneficial, a public outreach effort is needed to keep customers informed and ensure accurate and timely information is disseminated. A Community Outreach Plan needs to be developed identifying key local groups that need to be considered. Local print, radio and social media plans need to be prepared, and initial messaging to these various entities needs to be customized. Outreach to existing employees of the present water purveyors should be included, as well as affected homeowner associations, members of the chamber of commerce, and civic organizations such as Rotary Clubs.

5. Meetings with Local and State officials

As water system consolidations are political processes, local and state officials must be kept informed. This task would include scheduling meetings with:

- City Council members and Planning Commissioners
- County Supervisors
- LAFCo Representatives
- Elected Representatives and/or senior staff of the State Assembly and State Senate
- Nearby affected special districts such as fire districts

6. Prepare Draft and Final Reconnaissance Report on Potential Water System Consolidation

The results of these efforts will be assembled in a draft report to be presented to the City Council's Ad-Hoc Water Committee. Following City comments on the draft report, a final report will be prepared and presented to the full City Council.

The project aims to enhance community resilience by addressing critical vulnerabilities in the existing water systems. Following the severity of failure observed during a recent fire event, it has become evident that the current water infrastructure is inadequate for providing effective fire suppression to the community areas served. To mitigate these risks and ensure long-term safety, the project will focus on the following key strategies:

1. Operational Efficiencies and Interconnections:
 - a. Conduct a comprehensive analysis of the three existing water systems.
 - b. Identify opportunities for operational efficiencies, such as optimizing pump schedules, pressure management, and distribution network design.

- c. Explore the feasibility of interconnecting the systems to enhance redundancy and reliability.
2. Storage Management and Fire Flow Improvement:
 - a. Evaluate the available water storage capacity across the systems.
 - b. Develop a plan to maximize storage utilization during emergencies.
 - c. Enhance fire flows by strategically locating additional storage facilities and ensuring efficient water transfer.
3. Pressure Zone Reformulation:
 - a. Assess the current pressure zones within each system.
 - b. Consider reformulating pressure zones to better align with firefighting requirements.
 - c. Ensure consistent water pressure throughout the service area.
4. Community Engagement and Local Collaboration:
 - a. Engage community members, local officials, and relevant stakeholders.
 - b. Facilitate discussions to gather input and insights.
 - c. Collaborate on developing an implementation plan that reflects community priorities and ensures long-lasting risk reduction.

By implementing these measures, the project will directly address the definition of mitigation as outlined by HUD and contribute to:

- Increased Resilience: The optimized water systems will better withstand disasters, reducing the risk of loss of life, injury, and property damage.
- Long-Term Risk Reduction: By eliminating vulnerabilities, the community will be better prepared for future emergencies.
- Suffering and Hardship Mitigation: Reliable water supply during fire events will alleviate suffering and hardship for residents.

Task Narrative

1. Hiring of Consultants:
 - a. Identify consulting firms with expertise in water system management, engineering, and public outreach.
 - b. Draft a Request for Proposals (RFP/RFQ) conforming to Federal procurement requirements.
 - c. Advertise RFP/RFQ in appropriate channels and platforms.
 - d. Evaluate proposals received from consulting firms.
 - e. Select and contract consultants based on evaluation results and compliance with Federal procurement requirements.
2. Data Gathering and Analysis:
 - a. Develop a comprehensive list of information required from each water purveyor.

- b. Draft data request letters to be sent to each water purveyor.
 - c. Monitor responses and assess the sufficiency of provided information.
 - d. Initiate Freedom of Information Act (FOIA) requests if necessary.
 - e. Coordinate with Lake County LAFCo for assistance in obtaining information.
 - f. Compile and analyze received data for each water system.
3. Fatal Flaw Analysis:
- a. Conduct a high-level analysis of consolidation pros and cons.
 - b. Identify potential fatal flaws in the consolidation process.
 - c. Prepare a Technical Memorandum summarizing findings, including governance options and organizational structures.
 - d. Schedule a meeting with the City Ad-Hoc Water Committee to discuss results.
4. Water System Hydraulic Model and High-Level Engineering Analysis:
- a. Engage consultants to develop a common hydraulic model of the combined systems.
 - b. Provide consultants with necessary data for the hydraulic model.
 - c. Calibrate the model with available operations records.
 - d. Analyze impacts of operating the system as a combined entity.
 - e. Review findings and recommendations from the hydraulic model analysis.
5. Public Outreach Plan and Early Implementation Steps:
- a. Develop a Community Outreach Plan outlining key stakeholders and communication strategies.
 - b. Coordinate with consultants to craft messaging for public outreach efforts.
 - c. Plan and execute outreach activities through local print, radio, social media, and community organizations.
 - d. Include outreach to existing employees of water purveyors and homeowner associations.
 - e. Monitor feedback and adjust outreach strategies as needed.
6. Meetings with Local and State Officials:
- a. Schedule meetings with City Council members, Planning Commissioners, County Supervisors, LAFCo Representatives, and other relevant officials.
 - b. Coordinate presentations and discussions on water system consolidation efforts.
 - c. Provide updates on study progress and solicit feedback from officials.
7. Prepare Draft and Final Reconnaissance Report:
- a. Compile study findings, analyses, and recommendations into a draft report.
 - b. Review draft report with the City Council's Ad-Hoc Water Committee for feedback.

- c. Incorporate feedback and prepare a final report for presentation to the full City Council.
 - d. Ensure compliance with Federal procurement requirements throughout the report preparation process.
- 8. Grant Closeout
 - a. Process closeout documentation for the project
 - b. Schedule public meeting to review accomplishments of the project
 - c. Prepare final report(s) and load into eCivis
 - d. Prepare audit file
 - e. Submit closeout report and close contract in eCivis

Deliverable Narrative

- 1. Hiring of Consultants: Executed Contract; Kick off meetings
- 2. Data Gathering and Analysis to support final report:
 - a. A comprehensive outline of information provided from each water purveyor to support the study.
 - b. Final letter issued to each water purveyor
 - c. Final information received and assessed from each water purveyor
 - d. Receive Lake County LAFCo information.
 - e. Complete analysis of received data for each water system.
- 3. Fatal Flaw Analysis to support final report:
 - a. Final analysis of consolidation pros and cons.
 - b. Identify potential fatal flaws in the consolidation process.
 - c. Prepare a Technical Memorandum summarizing findings, including governance options and organizational structures.
 - d. Schedule a meeting with the City Ad-Hoc Water Committee to discuss results.
- 4. Water System Hydraulic Model and High-Level Engineering Analysis to support final report:
 - a. Final hydraulic model of the combined systems.
 - b. Final list of impacts of operating the system as a combined entity.
 - c. Recommendations from the hydraulic model analysis.
- 5. Public Outreach Plan and Early Implementation Steps:
 - a. Final Community Outreach Plan listing stakeholders and strategies employed.
 - b. Message provided for public outreach efforts.
 - c. Final evidence of local print, radio, social media, and letters to community organizations.
 - d. List of outreach to employees of water purveyors and homeowner associations.
 - e. List of feedback and any updates to the outreach
- 6. Meetings with Local and State Officials:
 - a. Minutes and notes from meetings with City Council members, Planning Commissioners, County Supervisors, LAFCo Representatives, and other relevant officials.

- b. Copy of presentations and discussions on water system consolidation efforts.
 - c. Documentation of any correspondence from officials and others
- 7. Prepare Draft and Final Reconnaissance Report:
 - a. Copy of draft reports and edits
 - b. Copy of any feedback provided for edits to draft reports
 - c. Final report draft
 - d. Final report and approval
- 8. Grant Closeout
 - a. Final report submitted to CDBG MIT PPS team
 - b. All reports uploaded into eCivis and approved by CDBG MIT PPS team
 - c. Contract closed

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

Exhibit F

Attachment 1: Grants Network Budget Worksheet

Budget Report

Passthrough Agency: California Department of Housing and Community Development
Program: 2017/2018 CDBG MIT-PPS
Project Name/Title: City of Clearlake Water System Consolidation Plan
Org Name: City of Clearlake
Stage: Pre-Award

Report Date: 08/02/2024
Requested By: Alan Flora
aflora@clearlake.ca.us

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
	Activity	Planning Report	0	\$0.00	\$0.00	\$350,000.00	\$0.00		\$0.00	Direct Cost
Activity Total			0	\$0.00	\$0.00	\$350,000.00	\$0.00		\$0.00	
General Administration										
General Administration Total										
			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Activity Delivery										
	Activity Delivery	Project Support	0	\$0.00	\$0.00	\$50,000.00	\$0.00		\$0.00	Direct Cost
Activity Delivery Total			0	\$0.00	\$0.00	\$50,000.00	\$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									\$0.00	\$0.00

Budget Report, Created by Alan Flora, aflora@clearlake.ca.us, 08/02/2024
Source: eCivis™ Portal
<http://www.ecivis.com/>

Attachment 1: Grants Network Budget Narrative

Enhancing Community Resilience through Water System Optimization. The budget was developed by informal quotes that were solicited from outside consultants who work in this field of expertise.

The budget will provide funding for the following components:

1. Plan Development, Technical Studies, and Data Assessments will include but not be limited to:

- Hydraulic Modeling: Contract with experts to conduct detailed hydraulic modeling of existing water systems.
- Risk Assessment: Evaluate vulnerabilities, failure scenarios, and potential impacts.
- Storage Capacity Analysis: Assess current storage facilities and identify gaps.
- Pressure Zone Evaluation: Engage consultants to review pressure zones and recommend improvements.
- Analysis of existing systems, data and distribution, and recommendations for improved water delivery.

2. Community Engagement and Outreach

- Public Meetings: Organize community workshops to gather input and share project updates.
- Meetings with Local Officials Collaboration: Facilitate discussions with city officials, emergency services, and residents.
- Education Campaign: Raise awareness about fire safety and water system resilience.

3. Final Plan Development

- Consultant Fees: Engage planning experts to develop a comprehensive implementation plan.
- Cost Estimates: Prepare detailed cost estimates for each project component.
- Timeline and Phasing: Develop a realistic schedule for implementation.

4. Project Support

- Vendor management, reporting, procurement, fiscal oversight, etc.

Exhibit F

Attachment 2: Total Activity Budget Worksheet

BUDGET TEMPLATE

AGENCY: City of Clearlake
PROGRAM: 2017 MIT-PPS Round 2
STAGE: Application
REPORT DATE: 03/25/2024
REQUESTED BY: HCD

ACTIVITY COSTS						
Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost Funding Source
Planning Grant	Data Gathering, analysis, hydraulic modeling, operational review	0	\$0.00	\$0.00	\$275,000.00	\$0.00 MIT PPS
	Public outreach; meetings with officials	0	\$0.00	\$0.00	\$30,000.00	\$0.00 MIT PPS
	Draft/Final Report	0	\$0.00	\$0.00	\$45,000.00	\$0.00 MIT PPS
ACTIVITY COST TOTALS:				\$0.00	\$350,000.00	\$0.00

ACTIVITY DELIVERY COSTS						
Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost Funding Source
Project Support	Vendor management, meetings, reporting, RFP announcement, vendor selection, contracting, project timeline meetings; fiscal processing	0	0	0	50,000.00	0 MIT PPS
				0		
				0		
				0		
ACTIVITY DELIVERY COST TOTALS:				\$0.00	\$50,000.00	\$0.00

Extended Cost	Direct Cost	Indirect Cost
GRANT TOTALS:	\$0.00	\$400,000.00
		\$0.00

Exhibit F

Attachment 3: Performance Measures

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

Exhibit F

Goal Title	Subgoals	Work Deliverable
Targeted Section 3 Labor Hours	# of Section 3 Labor Hours	
	# of Total Labor Hours	
	# of public education meetings	3
	# of planning studies and initiatives completed	1
Project Status: Phase active this reporting period, enter 1.	0%	
	Project Prep	
	Project Started	
	Project 50% Completed	
	Project 100% Completed	
	Closed-Out	
	0% expended	
	1-25% expended	
	26-50% expended	
	51-75% expended	
Expenditure Status: Phase active this reporting period, enter 1.	76-99% expended	
	100% expended	
	1: Activity Initiation.	
	2: First draw of grant funds	
	3: 50 percent completion	
Contract Milestones: Phase active this reporting period, enter 1	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	
	# Disabled	
	# Senior	
	# Homeless	
Household Demographics	# Foster Youth	

Exhibit F

Goal Title	Subgoals	Work Deliverable
	# Single-Parent Household	
	# Veterans	
	# of Limited English speaking	
	# Other	
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 procurement of consultants.
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, 17 months from the Effective Date.
4. Project reaches seventy-five (75) percent of grant funds submitted to the Department for reimbursement 29 months from the Effective Date.
5. A Project achieves one hundred (100) percent completion, defined as 100% expenditure of project activity costs, 33 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: City of Clearlake Water System Consolidation Plan

2017 Round 2 & 2018 MIT-PPS Application

A. General Information

1. Profile

afflora@clearlake.ca.us

Below, please enter Application Title for your application.

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

Example: Sacramento, City of – Community Food Bank.

2. ApplicationTitle

City of Clearlake Water System Consolidation Plan

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

Planning

2. Explain how your project meets the definition of the eligible activity that you selected in the question above?

The City of Clearlake Water System Consolidation Plan meets the definition of the eligible activity of this NOFA as in accordance with the Policies & Procedures provide by the Department of Housing and Community Development in compliance with 24 CFR 570.482 et. Seq. The project will provide the creation of a comprehensive plan that will examine the hazards and establish actions for increasing resilience and preparedness related to wildfires as well as planning efforts to enhance critical lifelines. The project will develop a plan to merge three water systems into one final system, the plan will provide a system infrastructure review and needs, set long term and short term goals and objectives for system improvements, and carryout management and coordination efforts to effectively establish a new system that will provide needed infrastructure and management to meet the water system and fire flow requirements in the City's current most vulnerable areas.

Planning

The intent of the MIT-PPS Program is to fund actionable, impactful planning and public service projects that have measurable results. Planning projects funded under this program should be able to be utilized immediately or lead to implementation efforts to reduce risk and increase resilience.

1. Please describe how, upon completion, the proposed Planning project will be actionable, be utilized immediately, and/or lead to implementation efforts.

The City of Clearlake Water System Consolidation Plan will be immediately actionable as the plan will provide a path of consolidation, provide preliminary system plans for infrastructure improvements that will allow for additional grant funding and applications to support the required improvements to support the system upgrades, a staffing plan and a computer infrastructure plan for integration into the City of Clearlake fiscal system.

FEMA HMGP Match

Projects that are approved for FEMA HMGP match are eligible for non-federal, local match funding under this Program.

1. Is the application being submitted as a FEMA HMGP match project?

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

Background Narrative

At present there are three major water suppliers serving the City of Clearlake (City). All are considered small water systems, and each serves less than 3,000 connections. They are also three very different structural entities:

-Konocti County Water District (KCWD)- An independent County Water District with public assets, an independently elected Board of Directors, A Chief Executive appointed by the Board, and rates set by the Board subject to a Proposition 218 public process. KCWD serves just under 28% of the total water connections in the City, almost entirely single family residential.

-Highlands Mutual Water Company (HMWC) - A Mutual Water Company with private assets, a governing Board elected by shareholders (property owners served by the Mutual), a Chief Executive appointed by their Board, and rates set by the Mutual Board, typically with little public input. HMWC serves just under 40% of the total water connections in the City, and a majority of commercial properties.

-The Clearlake Service area of Golden State Water Company (Golden State), a subsidiary of American States Water Company - A small service area of a large Investor-Owned Utility (IOU) with private assets, publicly traded stock (NYSE symbol AWR), a Chief Executive appointed by stockholders, "local" system management in Sacramento, and rates set by the California Public Utilities Commission (CPUC) through a strict, lengthy, triennial process typically involving an adjudicated process before an Administrative Law Judge that is not well understood by typical customers. Golden State serves just under 33% of the total water connections in the City, residential and non-residential, including a non-contiguous seven block segment in central Clearlake.

All three water purveyors experience certain challenges to varying degrees. Such challenges include high water rates, aging infrastructure, lack of sufficient fire flows in parts of each system, limited interconnections between the systems, overlap and underlap of service areas, duplication of certain infrastructure, lack of coordinated planning and project implementation, etc. The City has consulted with the three water purveyors. Each party is well aware of the proposed plan and the City's intention to move forward with the consolidation.

The City of Clearlake, as a municipal entity in Lake County, has both an obligation to support the health and welfare of its citizens and, as the land use authority within the City, an obligation to provide for orderly and effective development and redevelopment to meet the present and future needs of the City.

At present, much of the City's development and redevelopment activities are stymied due to inadequate fire flows and the high cost of replacing aged infrastructure with larger facilities that can provide adequate service for planned projects in the City. In addition, the lack of internal coordination between the three water purveyors and between each of the three water purveyors and the City severely impedes the ability of the City to coordinate capital projects and support the orderly development of the community.

Duplication of certain facilities, underlap and overlap of service areas and lack of adequate interconnections between existing systems further adds

to lower levels of service and higher rates. For example, the three existing water systems serving the City all use the same source of surface water, Clear Lake, but each operates a separate water treatment plant. Available storage for normal diurnal system demands, fire flows and emergencies are not interconnected or coordinated. Delineation of pressure zones is not optimized and pressure fluctuations within each system can be extreme. Considerable operations efficiencies could be gained by operating common equipment and equipment yards, coordinating material purchases, improving emergency response capabilities, consolidating business systems, office space and management functions, etc.

The City of Clearlake serves a community that qualifies as disadvantaged/severely disadvantaged by the State. Concerns for present high water rates combined with concerns for the reliability of existing aged infrastructure, the high cost to replace that infrastructure when needed, and lack of coordinated planning between water systems and City planning and capital projects has caused the City to consider potential alternate approaches to the provision of drinking water in the City, including having the City potentially assuming some or all of the present service responsibilities.

The City's overall goal with this study is to increase resilience to future disasters (predominately fires) and improve water efficiency/quality. We believe the best way to accomplish this is through consolidation. If the plan finds consolidation is unfeasible, then we would foresee the plan to offer other recommendations that will help the City meet its overarching goal of an improved water distribution system and improved fire flows to mitigate or reduce future disasters.

Suggested Study Approach

1. Data Gathering and Analysis

The first steps needed to further consider these potential opportunities involves gathering useful information on each of the three water systems. Information to be gathered includes:

- All operating policies and procedures including financial policies
- Asset listings including all water system assets, real property, leases, etc.
- Water rights or contract entitlements to water
- Business systems and software licenses including but not limited to:
 - o maintenance management systems,
 - o billing and accounting systems,
 - o Engineering software including hydraulic modeling
 - o Water treatment plant software and SCADA capabilities at the water treatment plants and major pump stations
 - o Communications systems, radio frequency licenses, etc.
 - o Fleet and rolling stock (trucks, equipment, mobile generators and compressors, etc.)
- Regulatory permits
- Licenses, contracts, franchise agreements, corporation documents including articles of incorporation and bylaws
- Human resources manuals, bargaining agreements with labor organizations, benefits contracts including retirement benefits
- Regulatory permits and documents, correspondence and information on enforcement actions including local, state and federal (Drinking water permits, Air quality permits for generators, Streambed alteration agreements, etc.)
- Municipal Service Reviews by Lake County LAFCo.
- Planning documents including, but not limited to:
 - o Master plans
 - o Water supply assessments responding to new service applications
 - o Asset condition assessments
 - o Asset Management plans
 - o Capital improvement plans and capital replacement plans
- Financial information including past and current budgets, current and anticipated future rates including any rate studies, audit reports, general ledger, accounts payable and accounts receivable, investments and reserves, etc.

It is expected that data requests would be sent to local purveyors who would respond. If insufficient response is received, FOIA requests would be made and local LAFCo would be solicited to assist to the extent they can. Ultimately, with two of the three providers not being public entities, not all information may be obtained.

2. Fatal Flaw Analysis

Following collection and review of basic water system information, a high-level analysis of consolidation pros and cons, and a "fatal flaw" analysis should be prepared as a first step in reviewing the potential upsides and downsides of water system consolidation. This overview would include a reconnaissance level discussion of governance options, and descriptions of potential future organizational structures including staffing plans, and discuss the potential merits of each. The results of this exercise would be preparation of a Technical Memorandum summarizing findings. If fatal

flaws are discovered, a study off ramp would be available. If fatal flaws are not identified, it would be expected that these results would be included in the final report. A meeting with the City Ad-Hoc Water Committee is assumed at this stage.

3. Water System Hydraulic Model and High Level Water System Engineering Analysis

Preparing a common hydraulic model of the combined systems is needed to allow analysis of opportunities for maximizing operational efficiencies, locating additional system interconnections, better managing available storage, improving fire flows, and reformulating pressure zones should two or more of the three systems be operated as a single combined system. Input data for the model will include whatever available information is provided for distribution system sizes ages and materials of construction. Geographic Information System mapping importable to the modelling software is typically assumed. Data for the modelling effort for the supply side will include source production records including average day, peak day and peak hour data from treatment plants, wells and pump stations. Data for the demand side will be based on customer meter readings if they are available in a format that can be imported to the model. Otherwise, demand data will be based on averages of commercial and residential consumption information applied uniformly over areas based on zoning.

The Model will be calibrated to available operations records and model runs will be performed to analyze impacts of operating the system in a combined fashion instead of as independent systems.

4. Public Outreach Plan and Early Implementation Steps

At present customers of the three separate water systems each receive different information from their respective purveyors and are likely largely unaware of present difficulties with coordinating planning and projects, fire flow deficiencies, facility redundancies and shortcomings in operations efficiencies. Should a water system consolidation be shown to be beneficial, a public outreach effort is needed to keep customers informed and ensure accurate and timely information is disseminated. A Community Outreach Plan needs to be developed identifying key local groups that need to be considered. Local print, radio and social media plans need to be prepared, and initial messaging to these various entities needs to be customized. Outreach to existing employees of the present water purveyors should be included, as well as affected homeowner associations, members of the chamber of commerce, and civic organizations such as Rotary Clubs.

5. Meetings with Local and State officials

As water system consolidations are political processes, local and state officials must be kept informed. This task would include scheduling meetings with:

- City Council members and Planning Commissioners
- County Supervisors
- LAFCo Representatives
- Elected Representatives and/or senior staff of the State Assembly and State Senate
- Nearby affected special districts such as fire districts

6. Prepare Draft and Final Reconnaissance Report on Potential Water System Consolidation

The results of these efforts will be assembled in a draft report to be presented to the City Council's Ad-Hoc Water Committee. Following City comments on the draft report, a final report will be prepared and presented to the full City Council.

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 List for Study on Water System Consolidation:

1. Execute Contracts with HCD
 - o Receive contract from CDBG MIT PPS team
 - o Return executed agreement to State for final processing
 - o Receive fully executed agreement
2. Hiring of Consultants:
 - o Identify consulting firms with expertise in water system management, engineering, and public outreach.
 - o Draft a Request for Proposals (RFP/RFQ) conforming to Federal procurement requirements.
 - o Advertise RFP/RFQ in appropriate channels and platforms.
 - o Evaluate proposals received from consulting firms.
 - o Select and contract consultants based on evaluation results and compliance with Federal procurement requirements.
3. Data Gathering and Analysis:
 - o Develop a comprehensive list of information required from each water purveyor.
 - o Draft data request letters to be sent to each water purveyor.
 - o Monitor responses and assess the sufficiency of provided information.
 - o Initiate Freedom of Information Act (FOIA) requests if necessary.
 - o Coordinate with Lake County LAFCo for assistance in obtaining information.
 - o Compile and analyze received data for each water system.
4. Fatal Flaw Analysis:
 - o Conduct a high-level analysis of consolidation pros and cons.
 - o Identify potential fatal flaws in the consolidation process.
 - o Prepare a Technical Memorandum summarizing findings, including governance options and organizational structures.
 - o Schedule a meeting with the City Ad-Hoc Water Committee to discuss results.
5. Water System Hydraulic Model and High-Level Engineering Analysis:
 - o Engage consultants to develop a common hydraulic model of the combined systems.
 - o Provide consultants with necessary data for the hydraulic model.
 - o Calibrate the model with available operations records.
 - o Analyze impacts of operating the system as a combined entity.
 - o Review findings and recommendations from the hydraulic model analysis.
6. Public Outreach Plan and Early Implementation Steps:
 - o Develop a Community Outreach Plan outlining key stakeholders and communication strategies.
 - o Coordinate with consultants to craft messaging for public outreach efforts.
 - o Plan and execute outreach activities through local print, radio, social media, and community organizations.
 - o Include outreach to existing employees of water purveyors and homeowner associations.
 - o Monitor feedback and adjust outreach strategies as needed.
7. Meetings with Local and State Officials:
 - o Schedule meetings with City Council members, Planning Commissioners, County Supervisors, LAFCo Representatives, and other relevant officials.
 - o Coordinate presentations and discussions on water system consolidation efforts.
 - o Provide updates on study progress and solicit feedback from officials.
8. Prepare Draft and Final Reconnaissance Report:
 - o Compile study findings, analyses, and recommendations into a draft report.
 - o Review draft report with the City Council's Ad-Hoc Water Committee for feedback.
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 - o Process closeout documentation for the project
 - o Schedule public meeting to review accomplishments of the project
 - o Prepare final report(s) and load into eCivis
 - o Prepare audit file
 - o Submit closeout report and close contract in eCivis

By following this task list, the City of Clearlake can effectively conduct the study on water system consolidation while adhering to Federal procurement requirements and engaging relevant stakeholders in the process.

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 List for Study on Water System Consolidation:

1. Execute Contracts with HCD: Executed Contract
2. Hiring of Consultants: Executed Contract; Kick off meetings
3. Data Gathering and Analysis to support final report:
 - o A comprehensive outline of information provided from each water purveyor to support the study.
 - o Final letter issued to each water purveyor
 - o Final information received and assessed from each water purveyor
 - o Receive Lake County LAFCo information.
 - o Complete analysis of received data for each water system.
4. Fatal Flaw Analysis to support final report:
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 - o Final report draft
 - o Final report and approval
9. Grant Closeout
 - o Final report submitted to CDBG MIT PPS team
 - o All reports uploaded into eCivis and approved by CDBG MIT PPS team
 - o Contract closed

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

30 days after contract execution

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

90 days after contract execution

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

370 days after contract execution

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

460 days after contract execution

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

520 days after contract execution

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

550 days after contract execution

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. Planning Performance Measures

of community engagement meetings/events, # of planning studies and initiatives completed

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 performance measures included in this application will include the following:

- A. One planning study will be completed: "City of Clearlake Water System Consolidation Plan".
- B. Up to three community engagement meetings to ensure all water users/connections are made aware of the proposed Plan and to solicit input

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?

Both

1a. Which 2017 MID area(s) is the project located in or will the project benefit?

95422 - Predominantly City of Clearlake in Lake County

1a. Which 2018 MID area(s) is the project located in or will the project benefit?

Lake County

2. Upload map(s) of project service area in relation to the MID area(s).

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.

The proposed project aims to enhance community resilience by addressing critical vulnerabilities in the existing water systems. Following the severity of failure observed during a recent fire event, it has become evident that the current water infrastructure is inadequate for providing effective fire suppression to the community areas served. To mitigate these risks and ensure long-term safety, the project will focus on the following key strategies:

1. Operational Efficiencies and Interconnections:

- o Conduct a comprehensive analysis of the three existing water systems.
- o Identify opportunities for operational efficiencies, such as optimizing pump schedules, pressure management, and distribution network design.
- o Explore the feasibility of interconnecting the systems to enhance redundancy and reliability.

2. Storage Management and Fire Flow Improvement:

- o Evaluate the available water storage capacity across the systems.
- o Develop a plan to maximize storage utilization during emergencies.
- o Enhance fire flows by strategically locating additional storage facilities and ensuring efficient water transfer.

3. Pressure Zone Reformulation:

- o Assess the current pressure zones within each system.
- o Consider reformulating pressure zones to better align with firefighting requirements.
- o Ensure consistent water pressure throughout the service area.

4. Community Engagement and Local Collaboration:

- o Engage community members, local officials, and relevant stakeholders.
- o Facilitate discussions to gather input and insights.
- o Collaborate on developing an implementation plan that reflects community priorities and ensures long-lasting risk reduction.

By implementing these measures, the project will directly address the definition of mitigation as outlined by HUD and contribute to:

- Increased Resilience: The optimized water systems will better withstand disasters, reducing the risk of loss of life, injury, and property damage.
- Long-Term Risk Reduction: By eliminating vulnerabilities, the community will be better prepared for future emergencies.
- Suffering and Hardship Mitigation: Reliable water supply during fire events will alleviate suffering and hardship for residents.

Overall, this project aligns with the core principles of mitigation, emphasizing proactive measures to lessen the impact of future disasters and enhance community well-being

I. National Objective & Beneficiaries**1a. National Objective - LMI**

Area Benefit (LMA)

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?

14895

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

10600

4. What is the proposed LMI beneficiary percentage?

0.71

LMI- Area Benefit (LMA)

Program census location: 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 LMISD mapping tool located at (<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. The data provided by HUD's LMISD will be used to complete the following fields. (if this is a county use the County Administration building, if this is a city use City Hall or an administrative facility).

1. Enter your County Code

33

2. Enter the census block group(s) served by the project.

BG1 CT 7.01; BG1 CT 7.02; BG1 CT 8.02; BG2 CT8.02; BG3 CT 8.02; BG1 CT 8.01; BG2 CT 8:01

3. Upload map of service area and beneficiary data from HUD's -LMISD mapping tool.

7. Population Documentation LMISD.pdf

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-income communities

Threshold: Benefit Low Income Communities

Project must meet HUD's Benefit to LMI Persons national objective:

- LMA: The area served by the Project is 51 percent or more LMI.
 - The data provided in National Objective Section will be used to evaluate your threshold selection, thank you!

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.

Proposal

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)

Project Budget Water Study Final updated.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

City of Clearlake

3. Applicant Street Address

14050

4. Applicant Street Name

Olympic Street

5. Applicant Suite #

6. Applicant City

Clearlake

7. Applicant State

CA

8. Applicant Zip Code

95422

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

33

10. Enter the census block group(s) served by the project.

BG1 CT 7.01; BG1 CT 7.02; BG1 CT 8.02; BG2 CT8.02; BG3 CT 8.02; BG1 CT 8.01; BG2 CT 8.01

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**Average Score**

0.00

Budget Worksheet**View Budget Worksheet**<https://portal.ecivis.com/peerBudget/EA2E0A7A-1EDF-4DD0-AC40-206CC66A1B10>**Application Goals****View Application Goals**<https://portal.ecivis.com/peerGoals/BBE3D70C-8977-47BA-9812-253E932C9952>**# of Reviews**

2

of Denials

0

Applications: File Attachments

2. Upload map(s) of project service area in relation to the MID area(s).

Map.pdf

3. Upload map of service area and beneficiary data from HUD's -LMISD mapping tool.

7. Population Documentation LMISD.pdf

6. Upload the Total Project Budget (Excel template)

Project Budget Water Study Final updated.xlsx

Organization Name: City of Clearlake**Program Name:** Water System Consolidation Plan

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 INSTRUCTION NOTE: Please add further sources as necessary if they are not listed below (REMOVE THIS UPON COMPLETION)	Purpose of Assistance <i>Ex: Economic Development public services, Rehabilitation & improvements of public facilities</i>	Current Status of Funds <i>Ex: Obligated from FEMA, Pending Approval, etc.</i>	Amount Received (\$)
☐ 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.

Alan Flora

Authorized Representative Printed Name



Authorized Representative Signature

City of Clearlake

Organization

03/14/2024

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.

aflora@clearlake.ca.us

Applicant Information :

Tell us about you.

Linked Applicant : aflora@clearlake.ca.us

First name : Alan

Last name : Flora

Email : aflora@clearlake.ca.us

Title : City Manager

Company : City of Clearlake

Company Website : www.clearlake.ca.us

City : Clearlake

State : US-CA

Organization Information :

Tell us about your organization.

Organization Name : City of Clearlake

Employer Identification Number (EIN) : 94-2707410

DUNS : 606240273

Authorized Representative : Alan Flora

Business/Finance Representative : Kathy Wells

Organization Address :

Address : 14050 Olympic Drive

City : Clearlake

State : US-CA

County : Lake County

Congressional District/Region : 3rd

Zip : 95453

Phone : 707-994-8201

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

Created by : zengine+37733@srm.ecivis.com

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