

ATTACHMENT A

Standard Agreement 17-MITPPS-21021

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

17-MITPPS-21021

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

County of Santa Barbara

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

6/25/2025

3. The maximum amount of this Agreement is:

\$280,000.00

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose, and Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C *	State of California General Terms and Conditions	GTC 4/17
Exhibit D	CDBG - Mitigation Terms and Conditions	26
Exhibit E	Special Terms and Conditions	1
Exhibit F	Program Application and Additional Provisions	27
Exhibit G	Subrecipient Profile	2

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

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

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

CONTRACTOR

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

County of Santa Barbara

CONTRACTOR BUSINESS ADDRESS

P.O. Box 39

CITY

Santa Barbara

STATE

CA

ZIP

93102

PRINTED NAME OF PERSON SIGNING

Mark A. Hartwig

TITLE

Fire Chief/Fire Warden

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

7/22/2022

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 17-MITPPS-21021	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 West El Camino Avenue, Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Michael White

TITLE

Manager, Contract Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FEDERAL FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 200, 95833
P.O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771
www.hcd.ca.gov



March 9, 2022

Mark A. Hartwig, Santa Barbara
County Fire Chief
County of Santa Barbara
123 East Anapamu St., Ste 202
Santa Barbara, CA 93101

Dear Mark A. Hartwig:

**RE: Award Announcement – Mitigation Planning and Public Services
Notice of Funding Availability Fiscal Year 2020/2021, Round 2017
County of Santa Barbara – *Community Wildfire Protection Plan*
Contract No. 17-MITPPS-21021**

The California Department of Housing and Community Development (Department) is pleased to announce County of Santa Barbara (hereinafter, "Awardee") has been awarded a Community Development Block Grant (CDBG) Mitigation-Planning and Public Services (MIT-PPS) program 2017 award in the amount of \$280,000. This letter constitutes notice of the designation of MIT-PPS funds for the Awardee.

The Standard Agreement must be fully executed, including written clearance of any general and special conditions before the Awardee can draw down funds.

The Department intends to issue a Standard Agreement within 90 days of receipt of the documentation required to execute this contract. A summary sheet detailing outstanding documents and next steps is enclosed. Projects that fail to complete the outstanding items within 60-days of the date of this letter forfeit the award and funds will be rolled over to the 2017 MIT-PPS Round Two Notice of Funding Availability (NOFA).

Congratulations on your successful application. For further information, please contact Diedre Duncan, MIT-PPS Program Manager, Federal Branch, (916) 809-5557 or Mitigation@hcd.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. M. Ross".

Geoffrey M. Ross
Deputy Director
Division of Federal Financial Assistance

17MIT-PPS Outstanding Document Summary

The MIT-PPS program is moving towards executing Standard Agreements which requires the completion of application materials. The project award letter initiates a sixty (60) day deadline for completing any outstanding application item.

The following is the list of outstanding items required to be completed in the next 60 days before a Standard Agreement can be routed, or items that are potential grant conditions. All items must be uploaded to the project application in Grants Network. For an efficient review process, please notify your assigned Program Representative when an upload is made in Grants Network.

Please reach out to your assigned Program Representative with any questions about what is required to finalize your project application.

Item(s) required for completion prior to the 60-day deadline:

1. Detailed scope of work: Utilize the detailed scope of work guide and upload to each project application
2. Budget worksheet: Complete the Grants Network budget template

Item(s) that if not completed by the 60-day deadline will become Grant Conditions:

1. None. The Standard Agreement will not be executed without the above item(s) being satisfied.

California Department of Housing and Community Development

**Community Development Block Grant – 2017 Mitigation Resilience Planning and
 Public Services (17MIT-PPS) – January 8, 2021 NOFA
 Award Fact Sheet**

The California Department of Housing and Community Development has awarded a total of \$10,152,036.00 in 17-MITPPS funds to the following program activities:

Jurisdiction Name:	Butte County
Awarded Entity:	Butte County
17MIT-PPS Funds Awarded:	\$1,455,000.00
Funded Activities:	Evacuation Planning, Code Enforcement, Community Education

Jurisdiction Name:	Ventura County
Awarded Entity:	Cabrillo Economic Development Corporation (CEDC)
17MIT-PPS Funds Awarded:	\$156,000.00
Funded Activities:	Hazard Mitigation Plan

Jurisdiction Name:	Lake County
Awarded Entity:	City of Clearlake
17MIT-PPS Funds Awarded:	\$1,000,000.00
Funded Activities:	City-Wide Storm Drainage Master Plan, Code Enforcement

Jurisdiction Name:	Ventura County
Awarded Entity:	Interface Children & Family Services
17MIT-PPS Funds Awarded:	\$708,833.00
Funded Activities:	Education & Outreach, Mitigation Planning, Mitigation Public Services

Jurisdiction Name:	Mendocino County
Awarded Entity:	Mendocino County
17MIT-PPS Funds Awarded:	\$558,957.00
Funded Activities:	Wildfire Protection Plan Update, Fire-Hazard Abatement Ordinance Public Services, General Plan Safety Element Integration of the Multi Hazard Mitigation Plan, Fire-Hazard Abatement Ordinance Planning, Hazard Mitigation Plan Update

2017 MIT-PPS Award Announcement
 County of Santa Barbara – *Community Wildfire Protection Plan*
 Contract No. 17-MITPPS-21021

Jurisdiction Name:	Ventura County
Awarded Entity:	City of Moorpark
17MIT-PPS Funds Awarded:	\$98,975.00
Funded Activities:	Regional Evacuation Plan, Emergency Preparedness Outreach Campaign

Jurisdiction Name:	Sonoma County
Awarded Entity:	City of Petaluma
17MIT-PPS Funds Awarded:	\$962,900.00
Funded Activities:	Feasibility Study to Replace Aging Generators, Sea Level Rise Mapping, Seismic Retrofit Analysis of City Buildings

Jurisdiction Name:	Santa Barbara County
Awarded Entity:	Santa Barbara County
17MIT-PPS Funds Awarded:	\$280,000.00
Funded Activities:	Community Wildfire Protection Plan

Jurisdiction Name:	Sonoma County
Awarded Entity:	City of Santa Rosa
17MIT-PPS Funds Awarded:	\$1,000,000.00
Funded Activities:	City-wide Storm Drain Master Plan, Vegetation Management Education and Inspection Program

Jurisdiction Name:	Sonoma County
Awarded Entity:	Sonoma County
17MIT-PPS Funds Awarded:	\$2,078,100.00
Funded Activities:	Emergency Response Team Training and Coordination, Preparedness Education and Marketing Plan, Disaster Recovery Plan, Community Resilience Centers Needs Assessment, General Plan Public Safety Element Update

Jurisdiction Name:	Ventura County
Awarded Entity:	Ventura County

2017 MIT-PPS Award Announcement
 County of Santa Barbara – *Community Wildfire Protection Plan*
 Contract No. 17-MITPPS-21021

17MIT-PPS Funds Awarded:	\$500,000.00
Funded Activities:	Disaster Community Needs Assessment

Jurisdiction Name:	Ventura County
Awarded Entity:	City of Ventura
17MIT-PPS Funds Awarded:	\$653,271.00
Funded Activities:	Emergency Response Cache Buildout, Emergency Evacuation Plan, Homeless Services and Support Task Force

Jurisdiction Name:	Yuba County
Awarded Entity:	Yuba County
17MIT-PPS Funds Awarded:	\$700,000.00
Funded Activities:	High Visibility Striping and Pull-outs Plan, Audible Alarm System

Further information about the awards above and 17MIT-PPS funding, in general, is available by contacting Jessica Hayes, Branch Chief of Federal Recovery, Department of Housing and Community Development, at (916) 263-6448.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION****Business and Contract Services Branch**

2020 W. El Camino Avenue, Suite 130, 95833

P. O. Box 952054

Sacramento, CA 94252-2054

(916) 263-6928 / FAX (916) 263-6917

www.hcd.ca.gov

June 28, 2022

Mark A. Hartwig, Santa Barbara County Fire Chief
County of Santa Barbara
123 East Anapamu Street
Santa Barbara, CA 93101

Dear Mark A. Hartwig,

**RE: County of Santa Barbara
Contract No.: 17-MITPPS-21021**

Congratulations on your MITPPS award. You have received your Standard Agreement, Exhibits A through G, in the Grants Network System:

A. Standard Agreement (STD 213 and Exhibits A through G)

STD 213 – Cover page

Exhibit A – Authority, Purpose and Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – State of California General Terms and Conditions – GTC - 04/2017

**Exhibit C is now incorporated by reference; please see the STD 213 for additional information.*

Exhibit D – CDBG-Mitigation Terms and Conditions

Exhibit E – Special Conditions

Exhibit F – Program Application and Additional Provisions

Exhibit G – Subrecipient Profile

B. For expeditious handling, please review the STD 213, sign and upload it into the Grants Network System. Do not mail or email the signed STD 213. Please follow the instructions below:

1. Review the entire Standard Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.

2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title and date, using blue ink**, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.
3. Print and upload the signed STD 213 into the Grants Network System **within 30 days from the date of this letter.**
4. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
5. Maintain a complete electronic version of the STD 213 and Exhibits A through G for your pending file. **Note: The Standard Agreement is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Diedre Duncan, Program Manager, Disaster Recovery Section, at (916) 809-5557 or diedre.duncan@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

Wendy Barnes

Contracts Analyst
Business and Contract Services Branch

Enclosure(s)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

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

2. Scope of Agreement

A. **Grant Funds**

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

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

B. **Implementation of Agreement**

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

EXHIBIT A

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

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

3. **Subrecipient Scope of Work**

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

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

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

EXHIBIT A

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

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

4. Effective Date and Commencement of Work

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

5. Term of Agreement and Performance Milestones

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

EXHIBIT A

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

Failure to meet performance milestones:

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

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

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

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

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

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

EXHIBIT A

Sacramento, CA 94252-2054

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

EXHIBIT B

BUDGET DETAILS AND PAYMENT PROVISIONS

1. **Budget**

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

2. **Availability of Funds**

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

3. **Expenditure of Funds**

A. Project and Activity Costs

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

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

B. Priority of Funds

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

C. Withholding Funds

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

EXHIBIT B

D. Disencumbering Funds

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

E. Indirect Costs

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

F. Compliance with the OMB Uniform Guidance Audit Requirements

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

G. Grant Administration

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

4. Method of Payment

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

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

EXHIBIT B

A. Reimbursements for Costs Incurred

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

B. Final Financial Reports

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

5. Recapture of Funds

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

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

EXHIBIT B

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

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

6. **Project Budget Revisions and Amendments**

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

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

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

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

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

7. **Project and Activity Closeout Procedures**

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

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

EXHIBIT B

activities, costs, beneficiaries, and National Objective;

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

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

8. **Document Retention Policy**

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

EXHIBIT D

CDBG-MITIGATION TERMS AND CONDITIONS

1. Definitions

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

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

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

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

Household - One or more persons occupying a housing unit.

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

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

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

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

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

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

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

EXHIBIT D

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

2. **National Objectives**

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

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

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

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

3. **Duplication of Benefits**

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

EXHIBIT D

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

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

4. **Remedies and Termination for Noncompliance**

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

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

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

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

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

EXHIBIT D

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

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

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

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

EXHIBIT D

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

There are two levels of appeal available to aggrieved subrecipients:

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

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

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

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

6. Severability

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

EXHIBIT D

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

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

7. **Waivers**

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

8. **Uniform Administrative Requirements**

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

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

EXHIBIT D

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

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

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

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

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

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

EXHIBIT D

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

11. **Equal Opportunity Requirements and Responsibilities**

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

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

EXHIBIT D

- 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

EXHIBIT D

employment.

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

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

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

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

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

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

Section 3 Clause

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

EXHIBIT D

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

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

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

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

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

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

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

EXHIBIT D

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

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

14. **Environmental Compliance**

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

EXHIBIT D

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

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

15. **Procurement**

17-MITPPS-21021
Approved Date: 7/16/2021
Prep Date: 05/16/2022

EXHIBIT D

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

16. **Procurement of Recovered Materials**

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

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

17. **Construction Standards**

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

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

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

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

EXHIBIT D

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

Sustainability Requirements

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

National Floodplain Elevation Standards

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

Wildland-Urban Interface Building Codes (WUI Codes)

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

18. Federal Labor Standards Provisions

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

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

EXHIBIT D

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

EXHIBIT D

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

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

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

- C. Contractors shall:

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

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

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

EXHIBIT D

violate the policy.

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

21. Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

EXHIBIT D

- explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.
- B. Danger Signals and Safety Devices: The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. The Contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public.
- C. Protection of Lives and Health: The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Developer may determine to be reasonably necessary.

23. Prohibition Against Payments of Bonus or Commission

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

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

24. Reporting Requirements

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

EXHIBIT D

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

25. Fiscal Controls

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

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

EXHIBIT D

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

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

26. **Monitoring Requirements**

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

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

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

EXHIBIT D

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

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

EXHIBIT D

28. Signs

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

29. Insurance

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

30. Anti-Lobbying Certification

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

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

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

31. Conflict of Interest

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

EXHIBIT D

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

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

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

33. **Energy Policy and Conservation Act**

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

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

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

EXHIBIT D

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

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

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

1. **Application Review**

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

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

2. **Risk Assessment**

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

3. **Special Conditions**

Pursuant to the Department's initial Risk Assessment, Subrecipient agrees to adhere to the following Special Conditions: None

EXHIBIT F

ADDITIONAL PROVISIONS

County of Santa Barbara - Community Wildfire Protection Plan

1. Project Overview

See attached application below.

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

Per 84 FR 45838, Planning activities do not require a national objective be established as they are considered to already address the national objectives without the limitation of any circumstances.

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

- Total beneficiaries: 195,535
- Total low/mod beneficiaries: 82,645

Community Wildfire Protection Plan for the Santa Barbara South Coast Foothill Communities

1. Detailed Activity Description

This project will develop a Community Wildfire Protection Plan (CWPP) for the Santa Barbara South Coast foothill communities (SBSCFC). The project area for this CWPP was affected by the 2017 Thomas Fire and adjacent to Montecito which was greatly impacted by the fire and the resulting Montecito Debris Flow in 2018. The purpose of the SBSCFC CWPP is to identify potential areas for hazardous fuel reduction treatments, increase the community's understanding of living in a fire-adapted ecosystem; and, improve its ability to prepare for, respond to and recover from wildland fires. Additionally, the resulting CWPP recommends best practices for fuel reduction treatments to protect lives and reduce structural ignitability of property; and, recommend best practices to improve the fire resilience of the landscape while protecting other ecological, social, and economic values.

The project will also include a transportation study to assess access and egress in the CWPP development area. An existing CWPP, the Mission Canyon CWPP addresses a portion of the footprint for this proposed CWPP, but the Mission Canyon CWPP requires updating. The SBSCFC CWPP will expand the geographic scope of the Mission Canyon CWPP. The SBSCFC CWPP will be managed and implemented by County Fire. The development of this CWPP will help make the Santa Barbara foothill communities more fire-safe by identifying and managing fire risk in the wildland-urban interface. The communities of San Roque, East San Roque, Mission Canyon, and the City of Santa Barbara will benefit from this project.

To complete the SBSCFC CWPP; a development team will be created utilizing community leaders, local government representatives and other stakeholders. An RFP will be released to solicit interested contractors. Once a contractor is chosen, the development team will work with the contractor to develop the CWPP and transportation document. Santa Barbara County GIS will be utilized to assist with the GIS needs of the contractor and documents.

Other budgeted items for the completion of the project include printing and office expenses, updates to various websites to post the CWPP and transportation study project documents, meeting costs and flyer expenditures throughout the life of the projects. These budgeted items are in line with the requirements to complete the project. Multiple drafts of a CWPP are typically generated, printed and distributed. A location to introduce the documents to the community and flyers to advertise the meeting(s); as well as, flyers to inform the community of the project are also planned activities and products. And finally, funding the webmasters of associated sites to post the CWPP are necessary elements of the project.

Once an approved draft is completed, it will be presented to the community, stakeholders; and ultimately, the Santa Barbara County Board of Supervisors for final approval. The SBSCFC CWPP and transportation study project is projected to be finalized by February of 2025.

2. Deliverable Narrative

The main deliverable for this project will be the Santa Barbara County Foothill Community Wildfire Protection Plan and a transportation study for the same area. The project is projected to take 30-36 months after the agreement is signed by HCD and the County Fire Department to complete. The deliverables for the project are as follows:

- List of names for the CWPP Development Team with first 2 months of signed agreement
- Distribute an RFP for a contractor to develop the SBCFC CWPP and transportation study within the first 4 months of the signed agreement
- Signed contract between the contractor and the Santa Barbara County Fire Department within the first 6 months of the signed agreement
- Schedule of work for the completion of the SBCFC CWPP within the first 8 months of the signed agreement
- Invoices and accounting documentation for the development of the CWPP
- Quarterly reports throughout the process
- Draft SBCFC CWPP within 18 to 24 months of the signed agreement
- Draft transportation plan within 18 to 24 months of the signed agreement
- Community meeting agenda and minutes
- Completed and adopted SBCFC CWPP within 24 to 30 months of the signed agreement
- Completed and adopted transportation plan within 24 to 30 months of the signed agreement
- Grant close out documents within 30 to 36 months of the signed agreement

3. Task Narrative

Deliverable: Signed agreement between HCD and the Santa Barbara County Fire Department

- Task 1 - Present agreement to the Santa Barbara County BOS for approval
- Task 2 – Signed agreement with HCD for the development of the CWPP

Deliverable: Signed contract for CWPP Contractor within 4 months of signed agreement between HCD and the Santa Barbara County Fire Department

- Task 3 – Meet with County Planning for initial development
- Task 4 – Assemble a SBCFC CWPP Development Team
- Task 5 – Develop an RFP for the SBCFC CWPP and transportation plan
- Task 6 – Publish the SBCFC CWPP and transportation plan RFP
- Task 7 – Review RFP submittals
- Task 8 – Select SBCFC CWPP and transportation plan consultant and execute a contract for services

Deliverable: Draft SBCFC CWPP and transportation plan

- Task 9 – Develop a SBCFC CWPP and transportation plan development timeline
- Task 10 – Complete a draft of SBCFC CWPP and transportation plan

Deliverable: Complete review and deliver SBCFC CWPP and transportation plan to stakeholders and HCD

- Task 11 – Post the draft SBCFC CWPP and transportation plan on the SBC Fire Department website for the public and stakeholders to review
- Task 12 – Schedule a community meeting with the development team, the consultant and the residents of the community to comment on the draft SBCFC CWPP and transportation plan
- Task 13 – Update the SBCFC CWPP and transportation plan into final draft form

- Task 14 – Present the SBCFC CWPP and transportation plan to the Santa Barbara County Board of Supervisors for approval
- Task 15 – Deliver the SBCFC CWPP and transportation plan to HCD

Deliverable: Present final close out documentation to HCD

- Task 16 – Deliver timely quarterly reports and invoices to HCD
- Task 17 – Deliver close out grant documentation to HCD

4. Timeline

- April/May 2022- Present agreement to the Santa Barbara County BOS for approval
- May/June 2022 – Sign agreement with HCD for the development of the CWPP
- June 2022 – Meet with County Planning for initial development
- June/July 2022 – Assemble a SBCFC CWPP Development Team
- July/August 2022 – Develop an RFP for the SBCFC CWPP and transportation plan
- August/September 2022 – Publish the SBCFC CWPP and transportation plan RFP
- September/October 2022 – Review RFP submittals
- October/November 2022 – Select SBCFC CWPP and transportation plan consultant and execute a contract for services
- November/December 2022 – Develop a SBCFC CWPP and transportation plan development timeline
- June-September 2023 – Complete a draft of SBCFC CWPP and transportation plan
- January 2024-April 2024 – Post an approved draft SBCFC CWPP and transportation plan on the SBC Fire Department website for the public and stakeholders to review
- May 2024-July 2024 – Schedule a community meeting with the development team, the consultant and the residents of the community to comment on the draft SBCFC CWPP and transportation plan
- July-September 2024 – Update the SBCFC CWPP and transportation plan into final draft form
- October-December 2024 – Present the SBCFC CWPP and transportation plan to the Santa Barbara County Board of Supervisors for approval
- January/February 2025 – Deliver the SBCFC CWPP and transportation plan to HCD

- Throughout the process – Deliver timely quarterly reports and invoices to HCD
- February 2025-April 2025 – Deliver close out grant documentation to HCD

Applications: Santa Barbara County - Community Wildfire Protection Plan

Mitigation - Planning and Public Services (MIT-PPS)

Profile

cjimenez@co.santa-barbara.ca.us

What project type are you applying for?

Planning

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

Yes

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

SBCFD has developed several CWPP's including the recently approved San Marcos Pass/Eastern Goleta Valley CWPP. SBCFD has also collaborated with other agencies in the development CWPP's in other jurisdictions including the City of Santa Barbara, Montecito Fire Protection District, and the Carp-Summerland Fire Protection District. SBCFD maintains permanent staff dedicated to wildfire risk reduction planning and mitigation. These resources would be used along with wildfire planning consultant services.

Santa Barbara County's Housing and Community Development Department is a division of the Community Services Department. Santa Barbara County HCD manages federal funding under HOME and CDBG entitlement funding; HOME under a HOME Consortium and CDBG under the umbrella of the CDBG Urban County. As lead agency the department has functional specialization in regard to federal grants management, including procurement, Davis-Bacon, Environmental Review, financial management, monitoring, recordkeeping and reporting, and related areas. The department has a division manager and four program specialists; the program manager has over three decades of experience in federal grants management and administration, one senior program specialist over 10 years of experience and the remaining three staff with between 2 and 5 years of experience. HCD staff conduct the annual Notice of Funding Availability for HOME, CDBG and local affordable housing funds, undertakes the grant application review process, makes funding recommendations in accordance with the Santa Barbara County Human Services Commission and Capital Loan committees, prepares Consolidated Plans and Annual Action plans, as well as entering into contracts and agreements, overseeing project implementation and compliance as well as recordkeeping and reporting as required by HUD and other agencies. Santa Barbara County HCD in capacity as lead agency representing, coordinating and facilitating CDBG and HOME programs under the CDBG Urban County and HOME Consortium. The CDBG Urban County includes the county and incorporated cities of Carpinteria Buellton and Solvang, while the HOME consortium encompasses this same membership, with the addition of incorporated cities of Lompoc, Santa Maria and Goleta. On an annual basis the count may receive up to \$2.5 in combined CDBG and HOME allocations and manage up to 25 programs and projects funded on an annual basis.

Are you applying for more than one Planning Activity?

No

Planning Activity

Community Wildfire Protection Plans

Is this planning project to build capacity to implement projects under the Resilient Infrastructure Program?

No

Is the project regional in approach?

Yes

If yes, name the regions.

The Santa Barbara County unincorporated south county region, including the 93108 Zip Code, defined within the MID as the city of Montecito, as well as incorporated south county cities of Goleta, Santa Barbara, and Carpinteria.

Does the project include collaboration amongst jurisdictional and nonprofit partners?

Yes

If yes, name the jurisdictional and nonprofit partners.

Collaboration presupposes alignment and consistency in planning and coordination of effective response to wildfire events such as the Thomas Fire. As such the Community Wildfire Prevention Plan contemplated for state CDBG-DR MIT funding would enable completion of a CWPP for an area of the unincorporated county that presently does not have one, however, is a critical area of interest and intersection between the 93108 Zip Code, the City of Goleta, the City of Santa Barbara and the City of Carpinteria all of whom currently have recent CWPP plans in place. Alignment of critical lifelines amongst and between these jurisdictions, would be of mutual benefit to all jurisdictions, including and especially the MID.

*Updated by NX (5/4/21)

Information received by HCD via e-mail from Rob.Hazard@sbcfire.com (4/30/21)

See additional information in attachments entitled "County of Santa Barbara Info Request Response"

Question:

Please clarify if the Fire Department is a division of the County or a special district within the County.

Answer:

Santa Barbara County Fire Department provides fire protection services to the Santa Barbara County Fire Protection District, a dependent special district. The Board of Supervisors sits as the Board of Directors of the Fire District. The Fire Chief's direct supervisor is the County CEO. All employees of the Fire Department are Santa Barbara County employees. The Fire Department is also a "Contract County" in that Cal Fire contracts the Department to provide wildland fire protection to the State Responsibility Area lands in the state Direct Protection Area (DPA) in all of Santa Barbara County regardless of fire district boundaries. This includes all the SRA lands within the MID area (93108 Zip Code).

*Updated by NX (5/4/21)

Information received by HCD via e-mail from Rob.Hazard@sbcfire.com (4/30/21)

See additional information in attachments entitled "County of Santa Barbara Info Request Response"

Question:

Is there an existing MOU between the County and Fire Department? If not, are both entities preparing to enter into one, should the project be funded?

Answer:

The Fire Department has been involved in numerous projects, some grant-funded, that involve multiple County agencies. We can if needed enter into an MOU for this project.

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

What disaster is this project related to?

DR-4353

Eligible applicant type

County

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

Yes

If yes, name of other government entity or special district

Santa Barbara County Community Services Department in partnership with Santa Barbara County Fire

Project Title

Santa Barbara County - Community Wildfire Protection Plan

Org Name

Santa Barbara County Fire Department, Santa Barbara County Community Services Department

Provide a snapshot summary of the project.

Project Summary

This project will develop a Community Wildfire Protection Plan (CWPP) for the Santa Barbara South Coast Foothill communities. The CWPP Project will be managed and implemented by the Santa Barbara County Fire Department (SBCFD). The purpose of the proposed Santa Barbara Foothills Community Wildfire Protection Plan (CWPP) is to:

- Identify potential areas for hazardous fuel reduction treatments, increase the community’s understanding of living in a fire-adapted ecosystem, and improve its ability to prepare for, respond to and recover from wildland fires; and
- Recommend best practices fuel reduction treatments to protect lives and reduce structural ignitability of property, and recommend best practices to improve the fire resilience of the landscape while protecting other ecological, social, and economic values, and
- Evaluate the community transportation infrastructure, evacuation capabilities and plans, and develop recommendations for improvements

As well as recommending priorities and strategies in the wildland urban interface and vicinity, this CWPP will assist the Santa Barbara County Fire Department and the Santa Barbara Foothill area residents in the identification of surrounding lands, including federal and state lands, at risk from catastrophic wildland fire. The effectiveness and impact of the modalities used from year to year will help inform future goals and methods.

The project will utilize both SBCFD staff and fire planning consultants to develop the plan.

Upload project description, if available.

MIT-PPS SOW SBCFC CWPP 5_6_2022.docx

Project Location Description

The project location includes the unincorporated communities immediately north of the City of Santa Barbara in Santa Barbara County, California. These communities include North La Cumbre, San Roque, Mission Canyon, Las Canoas, and Western Montecito. The project is located in the 93105 zip code which is adjacent to the 93108 zip code. At this time, the boundaries of the project area are conceptual and may be refined during the CWPP Development Process.

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

93108 – City of Montecito, located in Santa Barbara County

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

Does the project benefit an LMI population or area?

Yes

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

This project benefits the entire south coast region encompassing the region including the incorporated cities of Goleta, Santa Barbara and Carpinteria as well as all unincorporated areas within this south coast region, including low-moderate income residents, as well as CDBG presumptively-qualifying populations including homeless, disabled, seniors, abuse children, battered spouses, and other populations within this criteria.

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

Santa Barbara Foothill CWPP Concept.pdf

Does the project service area benefit the MID?

Yes

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

The CWPP will recommend wildfire mitigation strategies that will help reduce the frequency and severity of wildfires that occur within the Santa Barbara South Coast including MID Area. The plan will assess vulnerabilities in the built environment and recommend measures to reduce structure ignitability.

*Updated by NX (5/4/21)

Information received by HCD via e-mail from Rob.Hazard@sbcfire.com (5/3/21)

See additional information in attachments entitled "Santa Barbara Foothill CWPP Benefit"

The MID area is located along the Santa Barbara South Coast, an area with a significant wildland urban interface along the foothills of the Santa Ynez Mountains and bordering the Los Padres National Forest. Within the undeveloped wildland areas above the interface the vegetation is continuous, with steep rugged topography and significant episodes of extreme fire weather conditions prevalent for at least nine months per year. The area has an active fire history which due to the topography and fuels is dominated by large fires that typically prove resistant to control, with an average fire return interval of 30 years. The MID area has been impacted by three significant wildfires in the last 15 years. All three fires, the 2008 Tea Fire, the 2009 Jesusita Fire, and the 2017 Thomas Fire originated outside the MID area. These fires caused severe impact to the communities within the MID area. The 2009 Jesusita fire originated within the proposed CWPP area and was driven by topography and wind into the MID area.

The collective fire agencies in Santa Barbara County have developed a collaborative objective to create CWPP's for all the communities at risk along the Santa Barbara South Coast. The proposed project will meet this objective and reinforce both the existing CWPP's and future planning efforts. The fire history in this area has demonstrated the need for a regional approach given that topography, fuels, and local weather patterns invariably spread wildfire across jurisdictional boundaries. The proposed CWPP project will address this challenge and fill in a critical gap in the existing network of wildfire mitigation plans. Additionally, the Santa Barbara South Coast communities, including the MID area are included in the Regional Wildfire Mitigation Plan (RWMP), a recently funded project intended to foster a comprehensive regional fire mitigation program. A critical goal of this project is to build fire resilience across the wildland urban interface through a network of landscape buffers such as fuel treatments, agricultural greenbelts, and open space lands. The RWMP builds upon the public outreach built into the individual CWPP's, and assumes that these planning documents exist or are in process. The proposed Santa Barbara Foothill CWPP will support the RWMP and cohesively integrate with the existing CWPP's, including the Montecito CWPP located in the MID area immediately east of the proposed project.

The proposed CWPP will recommend programs, projects, and actions to mitigate wildfire risk and vulnerability in both the plan area and the greater surrounding region, including the MID area. These programs, projects, and actions include:

Providing education and enforcement of defensible space around infrastructure to reduce ignition threats. Any ignition along the Santa Barbara Front Country wildland interface has the potential to develop into a significant wildfire and burn across jurisdictions (including postal zip code areas). This has been empirically demonstrated by recent fire history as described above. The 2017 Thomas Fire demonstrated the additional severe impact of post-fire debris flows which on January 9, 2018 took the lives of 23 people within the MID area. The majority of the mountain watershed that contributed to the 2018 Montecito debris flow event is located in the 93105 Zip Code which is adjacent to the MID area. The proposed CWPP plan area includes some of this upslope watershed where the debris flow originated.

Identifying potential fuel treatments to reduce the intensity of wildfire impacts to the surrounding communities. These fuel treatments within the CWPP plan area will be part of a larger fuel treatment network already in development across the Santa Barbara wildland urban interface, including within the MID area. The utility and efficacy of these fuel treatments is greatly enhanced if they are coordinated and linked together regionally. The combined Santa Barbara South Coast fire agencies (Santa Barbara County Fire Department, Santa Barbara City Fire Department, Montecito Fire Protection District, Carp/Summerland Fire Protection District, and Los Padres National Forest) have worked collaboratively to design this regional fuel treatment network. Gaps in the fuel treatment network (as exist now within the CWPP plan area) allow wildfire to potentially burn through gaps and threaten the MID area. The CWPP framework informs both agencies and the public in identifying and planning potential fuel treatment projects. It is a critical first step that engages the community in the planning process to give agencies assurance that project implementation will be supported.

Identifying assets at risk, including critical infrastructure, and making recommendations for hardening these assets to be more resistant to wildfire. There are multiple critical infrastructure assets that cross the CWPP plan area that directly service the MID area including the regional electrical transmission lines, natural gas distribution lines, the regional water distribution conduit, government and commercial communications facilities including fire and law radio repeater sites, and several main evacuation corridors for the MID area.

The proposed project includes a transportation infrastructure study to evaluate evacuation routes in the plan area. The main east-west evacuation route along the Santa Barbara South Coast wildland urban interface area is State Hwy 192. This highway is the primary evacuation route for the MID area as well. The transportation study will focus on this highway including the portion that travels directly through the MID area. This component of the proposed project will complement a separate evacuation analysis by

the Montecito Fire Protection District that will focus on surface streets within their district which includes the MID area and portions of the adjacent 93105 Zip Code.

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

Santa Barbara Foothill CWPP Zip Codes.pdf

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

Santa Barbara County (083) census tracts 1.03, 5.01, and 7.

*Updated by NX (5/4/21)

Information received by HCD via e-mail from Rob.Hazard@sbcfire.com (4/30/21)

See additional information in attachments entitled "County of Santa Barbara Info Request Response"

** See attached Maps in additional attachment**

What is the total dollar amount of the project?

280,000

Anticipated CDBG-MIT funding need (\$ amount)

280,000

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

No

Project Budget broken down by eligible activity and activity costs

SB Foothill CWPP Budget.xlsx

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

Budget based on both the recently completed San Marcos Pass CWPP (2019) and the in-progress Gaviota Coast CWPP.

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

SBCFD completed the San Marcos Pass CWPP in 2019, collaborated in the developments of the Goleta City CWPP (2012), the Mission Canyon CWPP (2011), the Montecito CWPP (2016), and is currently collaborating with the Santa Barbara County Fire Safe Council in developing the Gaviota Coast CWPP. SBCFD completed and maintains the Santa Barbara County Fire Department Unit Fire Plan. SBCFD also is a collaborative partner with the Santa Barbara County Office of Emergency Management in the development and updating of the Santa Barbara county Hazard Mitigation Plan.

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

Yes

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

Health & Medical, Safety & Security, Communications, Food, Water & Sheltering, Transportation, Hazardous Materials(Management), Energy (Power & Fuel)

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

This project will inform measures to reduce wildfire impact to multiple Community Lifelines which cross through the proposed plan area. Specifically these include the Cater Water Treatment facility (potable water treatment for the City of Santa Barbara and the surrounding unincorporated), the South Coast Conduit (municipal water delivery to all of the Santa Barbara South Coast), the Southern California Edison regional power transmission lines, Southern California Gas Company natural gas regional distribution lines, Highway 192 (the only east-west alternative to US 101), and over 2000 residential structures within the plan area. Additionally, the wildfire mitigation measures will provide risk reduction to over 4500 structures within the City of Santa Barbara and over 1000 homes in the unincorporated Montecito area.

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

The project will improve resiliency for all residents of the Santa Barbara South Coast. This is especially true for protected classes, underserved communities, and vulnerable populations.

Can this project be replicated in other communities?

Yes

If yes, provide a description.

Yes. We have developed multiple CWPP's in the County. We still have several communities that need a plan. The development process is very well defined and we have been very successful in the projects completed so far.

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

Yes

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

Yes. SBCFD records and analyses all wildland fire ignitions. A major goal of the CWPP is to reduce potential wildfire ignitions. Additionally, past wildfire structure loss is well documented. The mitigation measures will reduce future structure loss.

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

basis of quantitative analysis .pdf

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

The project will require 12 to 18 months to complete (spring 2021 to Fall 2022).

Proposed Project Timeline

Proposed project timeline.pdf

APPLICABLE LOCAL POLICIES AND PLANS

Do you have procurement policies and procedures?

Yes

If yes, upload your procurement policies and procedures.

Santa Barbara County Code Purchasing.pdf

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

Do you have a current hazard mitigation plan?

Yes

If yes, upload your plan

Santa_Barbara_County_Multi_Jurisdictional_Hazard_Mitigation_Plan___with_appendices.pdf

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

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

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

Yes

If yes, upload your policies and procedures.

Santa Barbara County URA.pdf

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

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

Yes

If yes, upload your policies and procedures.

Santa Barbara County CEQA.docx.pdf

17-MITPPS-21021

Approved Date: 7/16/2021

Prep. Date: 05/16/2022

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

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

Do you have a Section 3 plan?

Yes

If yes, upload your plan.

Santa Barbara County Section 3 Plan.pdf

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

Do you have anti-lobbying policies and procedures?

Yes

If yes, upload your anti-lobbying policies and procedures.

Santa Barbara County ani Lobbying.pdf

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

Do you have conflict of interest policies and procedures?

Yes

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

Santa Barbara County HCD Conflict of Interest Policies Concerning Federal Funds.pdf

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

Do you have non-discrimination policies and procedures?

Yes

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

Santa Barbara County Code non-Discrimination .pdf

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

Do you have timekeeping policies and procedures?

Yes

If yes, upload your timekeeping policies and procedures.

PayRateCalculation.pdf

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

Do you have financial management policies and procedures?

Yes

If yes, upload your financial management policies and procedures.

Intrafund.pdf

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

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

Yes

ORGANIZATIONAL STRUCTURE, CAPACITY, AND AUTHORITY

What is your governing board meeting schedule?

The Santa Barbara County Board of Supervisors meets every Tuesday of the month with certain exceptions. As a standard practice the board generally does not meet on months in which there is a fifth Tuesday and does not hold meeting on 4th Tuesday of the month as well. In regard to planned public hearings and meetings, these are alternated between county administrative office located in south county in the City of Santa Barbara and the north county set located in the city of Santa Maria. The meeting dates and locations for 2021 are reflected below:

Jan 5 No Mtg. ~ Winter Recess
Jan 12 Santa Barbara (1st Mtg. 2021)
Jan 19 No Mtg. ~ MLK Holiday
Jan 26 Santa Maria
Feb 2 Santa Barbara
Feb 9 Santa Maria
Feb 16 No Mtg. ~ President's Holiday
Feb 23 No Mtg. ~ 4th Tues.
Mar 2 Santa Barbara
Mar 9 Santa Maria
Mar 16 Santa Barbara
Mar 23 No Mtg. ~ 4th Tues.
Mar 30 No Mtg. ~ 5th Tues.
Apr 6 Santa Barbara
Apr 12, 14, 16 Budget Workshops
Apr 20 Santa Maria
Apr 27 No Mtg. ~ 4th Tues.
May 4 Santa Barbara
May 11 Santa Maria
May 18 Santa Barbara
May 25 No Mtg. ~ 4th Tues.
Jun 1 No Mtg. ~ Memorial Day
Jun 8, 10 Budget Hearings
Jun 15 Santa Barbara
Jun 22 Santa Maria
Jun 29 No Mtg. ~ 4th Tues.
Jul 13 Santa Barbara
Jul 20 No Mtg. ~ NACo
Jul 27 No Mtg. ~ Summer Recess
Aug 3 No Mtg. ~ Summer Recess
Aug 10 No Mtg. ~ Summer Recess
Aug 17 Santa Barbara
Aug 24 Santa Maria
Aug 31 Santa Barbara
Sep 7 No Mtg. ~ Labor Day Holiday
Sep 14 Santa Barbara
Sep 21 Santa Maria
Sep 28 No Mtg. ~ 4th Tues.
Oct 5 Santa Barbara
Oct 12 Santa Maria
Oct 19 Santa Barbara
Oct 26 No Mtg. ~ 4th Tues.
Nov 2 Santa Barbara
Nov 9 Santa Maria
Nov 16 Santa Barbara
Nov 23 No Mtg. ~ Thanksgiving
Nov 30 No Mtg. ~ CSAC
Dec 7 Santa Barbara
Dec 14 Santa Maria
Dec 21 No Mtg. ~ Winter Recess

Dec 28 No Mtg. ~ Winter Recess
Jan 4 No Mtg. ~ Winter Recess
Jan 11 Santa Barbara (1st Mtg. 2022)

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

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

Santa Barbara County HCD staffing.pdf

Debarment Check

SB County Excluded Parties.pdf

Government Agency Taxpayer ID Form

County of SB W9.pdf

Payee Data Record STD 204 Form

STD 204 Payee Data Record.pdf

Have you reviewed the sample authorizing resolution?

Yes

Budget Worksheet

View Budget Worksheet

<https://portal.ecivis.com/#/peerBudget/FFE97B8D-64D2-43A9-83AE-7D6977C85B95>

Goals Worksheet

View Application Goals

<https://portal.ecivis.com/#/peerGoals/E44CC950-FB1B-43B2-BA13-31C72A4A7367>

Additional Information

Santa Barbara Foothill CWPP Thomas Fire.pdf

Additional Information

County of Santa Barbara Info Request Response.docx

Additional Information

Santa Barbara Foothill CWPP Zip Codes.pdf

Additional Information

DOB Affidavit_Executed_10-13-21.pdf

Additional Information

Santa_Barbara_County_Community_Wildfire_Protection_Plan_Exempt_12-8-21.docx.pdf

Additional Information

SB Foothill CWPP Budget.xlsx

Additional Information

Signed Copy of CDBG-MIT PPS DOB Calculator 12-9-21.xlsx

Additional Information

HCD Grant Resolution.pdf

Additional Information

HCD NEPA Environmental Review Procedures.pdf

Additional Information

Internal Grants Payment Procedures 4.7.20.pdf

Additional Information

UseOfMemPayrollCodePolicy.pdf

Additional Information

File Upload

File Upload

Additional Information

Additional Information

Additional Information

Additional Information

of Reviews

1

of Denials

0

Average Score

File Upload

File Upload

File Upload

File Upload

Applications: File Attachments

Upload project description, if available.

MIT-PPS SOW SBCFC CWPP 5_6_2022.docx

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

Santa Barbara Foothill CWPP Concept.pdf

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

Santa Barbara Foothill CWPP Zip Codes.pdf

Project Budget broken down by eligible activity and activity costs

SB Foothill CWPP Budget.xlsx

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

basis of quantitative analysis .pdf

Proposed Project Timeline

Proposed project timeline.pdf
17-MITPPS-21021

Approved Date: 7/16/2021

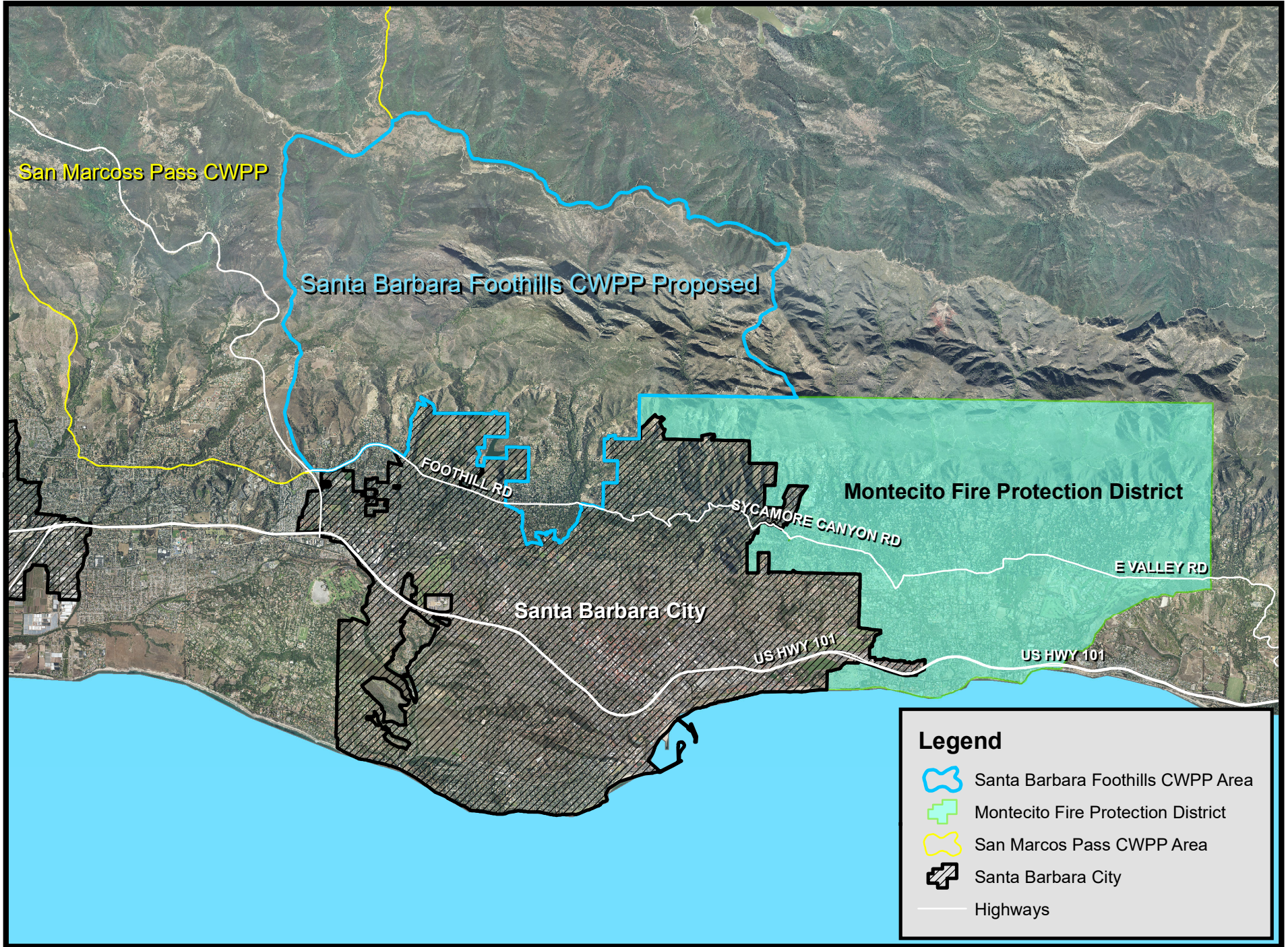
Prep. Date: 05/16/2022

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






Santa Barbara County HCD staffing.pdf

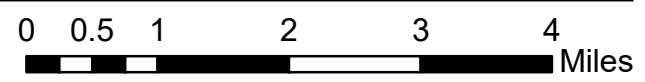


Santa Barbara Foothills CWPP Project



Legend

-  Santa Barbara Foothills CWPP Area
-  Montecito Fire Protection District
-  San Marcos Pass CWPP Area
-  Santa Barbara City
-  Highways



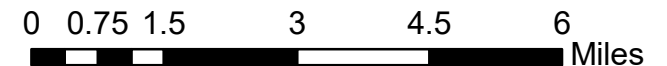
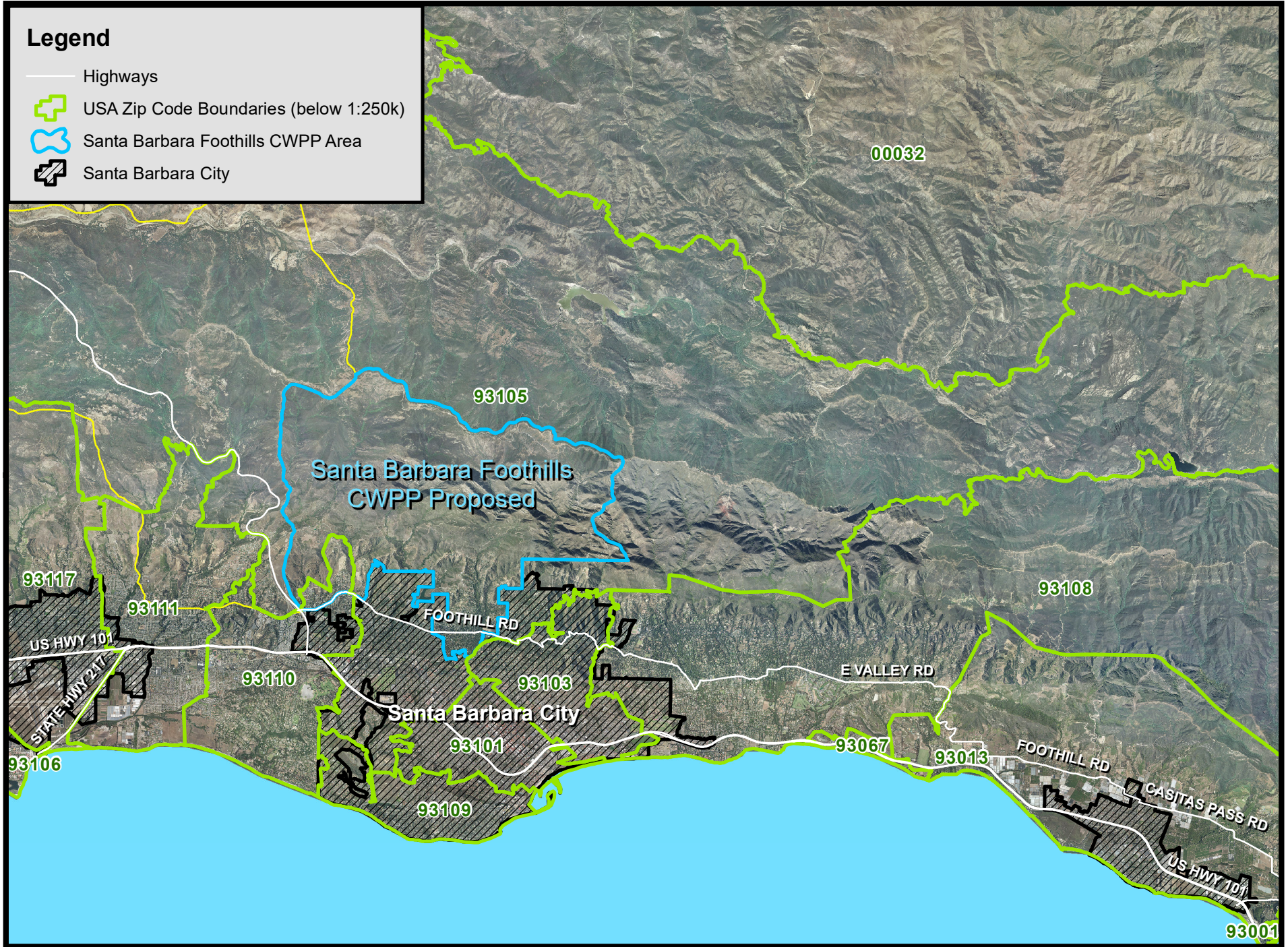


Santa Barbara Foothills CWPP Project



Legend

-  Highways
-  USA Zip Code Boundaries (below 1:250k)
-  Santa Barbara Foothills CWPP Area
-  Santa Barbara City



Sheet1

County Name:	Santa Barbara			
Project Name:	Santa Barbara Foothill Community Wildfire Protection Plan			
Description of Activity	Quantity	Unit	Cost/Unit	Total
Contractual Costs				
Fire Planning Consultant	1000	hours	185	185000
Transportation Study	300	hours	185	55500
	Contractual Cost Total			240500
General Expenses/Supplies				
Printing, office expense				5000
	General Expenses/Supplies Total			5000
Education/Outreach				
Flyers				1000
Meetings/Public Workshops				2000
Website				1000
	Education/Outreach Total			4000
Employee Costs				
Extra Help GIS Technician	240	hours	25	6000
	General Expenses/Supplies Total			6000
Admin				
Grant Administration	10%			24,500
	Admin Total			24500
Grand Total =				280000

CAL FIRE State Responsibility Area Fire Prevention Fee Budget Worksheet

The purpose of a CWPP is to develop and collect the quantitative data through fire behavior modeling, risk modeling, and hazard assessment. Tools utilized include FireFamilyPlus, Behave, Farsite, and ember transport modeling.

1) Proposed project timeline

The project would begin upon receiving grant funds. Development of the CWPP will require 12 to 18 months. The first three months involve an assessment of the project area including the built environment and associated wildfire risk and hazard. Fire behavior modeling will require two to three months. Finally, plan preparation, review, and approval will require six to eight months. At least three public workshops would be conducted plus numerous stakeholder meetings.

Santa Barbara County HCD Staffing and Capacity:

Santa Barbara County Housing and Community Development Division of the Community Services Department, has six full time staff members dedicated to housing and community development planning, administration and implementation. The division has a program manager with over three decades of experience in federally funded program, management, including HOME and, CDBG, as well as in congressional special appropriations under emergency provisions, such as federally-declared emergencies and recently, COVID 19 related funding.

The division also has three (3) Senior Housing Specialists positions with functional areas of administrative responsibility and oversight. Areas of responsibility and division of labor include Environmental Review, Section 3, Labor Standards, federal procurement, plan development, interface with IDIS, reporting, and related federal compliance regarding uniform administrative requirements and adherence to federal cost principles and financial management pursuant to 2 CFR 200 rules and regulations.

In program terms, one specialist has principal oversight of HOME and two others over CDBG Public Services and Capital, individually. Two other departmental specialists focus areas are on management, monitoring and reporting for existing and new built affordable housing inventory under HOME; one works particularly in overseeing HOME rental projects and the other homeownership inventory management and compliance, including the County's portfolio of ownership housing pursuant to Santa Barbara County's Inclusionary Housing Program.

Staff participates in HUD and its consultants' training and staff development programming on a regular basis; moreover HCD staff provides technical assistance and guidance to interested community partners, including local participating jurisdictions under the umbrella of the County HOME Consortium and CDBG Urban County. This represent six (6) incorporated cities in addition to the unincorporated areas of Santa Barbara County. On an annual basis, Santa Barbara County may receive up to \$1.2 million under CDBG and HOME for each program. This is in addition to special allocations as per disaster and or economic relief programming as noted.

Budget Narrative

The majority of the \$255,500 budget for the development of the Santa Barbara County Foothill Communities Wildfire Protection Plan and associated transportation study is directed toward the chosen planning consultant. \$240,500 has been budgeted for the hourly rate of the consultant. This number was obtained base on previous CWPP developments within the County.

The remaining portions of the budget are requested to support the development, outreach and public education of the process and projects. Over the development of the projects, printing and office supplies (\$5,000) will be highly utilized as the drafts will require multiple printings to share with the development team, stakeholders and the public.

Education and outreach activities of these projects include, flier development and distribution (\$1000), securing meeting locations and holding the meetings (\$2000), and website postings on various sites for postings to the general public (\$1000). And finally, the Santa Barbara County Fire Department will hire an extra help/part time GIS Technician to assist with the GIS needs of the projects (\$6000).

Indirect costs were calculated using the De Minimus Rate. The resulting figure is \$25,500 and would bring the grant to \$280,000.

Budget Report

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

Report Date: 05/19/2022
 Requested By: carlos jimenez
cjimenez@co.santa-barbara.ca.us

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
Activity Total			0	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
General Administration										
General Administration Total			0	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00

Activity Delivery

Fire Planning Consultant	Fee @ hourly rate for contractor chosen through a competitive process to develop the Community Wildfire Protection Plan. Contractor will likely develop the associated transportation study.	1000	\$185.00	\$185,000.00	\$185,000.00	\$0.00			\$0.00	Direct Cost
Transportation Study Consultant	Fee @ hourly rate for contractor chosen through a competitive process to develop the Transportation Study. Contractor will likely be the same as the CWPP contractor.	300	\$185.00	\$55,500.00	\$55,500.00	\$0.00			\$0.00	Direct Cost
Printing and Office Supplies	CWPPs and transportation studies are typically long documents, and several drafts are typically developed and printed for review. This budget item is for those costs.	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00			\$0.00	Direct Cost
Fliers	Fliers created and printed throughout the process to inform, educate and notify community members throughout the development of the projects.	1	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00			\$0.00	Direct Cost
Meetings and Public Workshops	Costs associated with organizing, implementing and securing locations community meetings regarding the life of the projects.	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00			\$0.00	Direct Cost
Website Development	These documents are required to be posted electronically throughout their development processes. This will fund costs to update various websites regarding these projects.	1	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00			\$0.00	Direct Cost
EXH GIS Technician	The development of CWPPs and transportation studies require GIS products. This budget item is requested to fund a part time/extra help GIS employee to develop GIS products and assist the development team and consultant.	240	\$25.00	\$6,000.00	\$6,000.00	\$0.00			\$0.00	Direct Cost
Research	Prior documents, fire and other disaster events, and current data	0	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	Direct Cost
Analysis	Previous and current data to produce mitigation measures	0	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	Direct Cost
Outreach	Conduct team, community meetings and process comment submittals	0	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	Direct Cost
Plan Preparation	Draft plan and recommendations based on research and analysis	0	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	Direct Cost
Indirect Costs	DeMinimus Rate	0	\$0.00	\$0.00	\$24,500.00	\$0.00			\$0.00	Direct Cost
Activity Delivery Total			1644	\$9,395.00	\$255,500.00	\$280,000.00	\$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			1644	\$9,395.00	\$255,500.00	\$280,000.00	\$0.00			\$0.00
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Budget Report, Created by carlos jimenez, cjimenez@co.santa-barbara.ca.us, 05/19/2022
 Source: eChvis™ Portal
<http://www.echvis.com/>

EXHIBIT G
SUBRECIPIENT PROFILE

cjimenez@co.santa-barbara.ca.us

Applicant Information :

Tell us about you.

Linked Applicant : cjimenez@co.santa-barbara.ca.us

First name : Carlos

Last name : Jimenez

Email : cjimenez@co.santa-barbara.ca.us

Title : Housing "Program Specialist

Company : Santa Barbara County

Company Website : Santa Barbara County

City : Santa Barbara

State : US-CA

Organization Information :

Tell us about your organization.

Organization Name : Santa Barbara County

Organization Address :

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

Program Year : PY2020

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

2 Email : cjimenez@co.santa-barbara.ca.us

2 Title : Housing Program Specialist

2 Company : County of Santa Barbara

2 Company Website : www.countyofsb.org

2 City : Santa Barbara

2 State : US-CA

2 Organization Information :

2 Organization Name : County of Santa Barbara

2 Tell us about your organization.

2 Employer Identification Number (EIN) : 956002833

2 DUNS : 131851003

2 Authorized Representative : George Chapjian

2 Business/Finance Representative : Ryder Bailey

2 Organization Address :

2 Address : 123 East Anapamu St., Ste 202

2 City : Santa Barbara

2 State : US-CA

2 County : Santa Barbara County

2 Congressional District/Region : 23

2 Zip : 93101

2 Phone : 805-568-3526

2 Fax : 805-560-1091

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

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