



REQUEST FOR PROPOSALS (RFP)

*Professional Services for the
2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
DISASTER RECOVERY PLAN AGREEMENT (22-CDBG-PL-20040)
PLUMAS COUNTY 2021 WILDFIRES
LONG-TERM RECOVERY PLANNING*

RFP SCOPES OF WORK:

- #1 Economic Development Study (Indian Valley / Greenville / Canyon Dam)**
- #2 Housing Assessment (Countywide)**

**RFP PUBLICATION DATE:
NOVEMBER 4, 2025**

**RFP SUBMISSION DEADLINE:
DECEMBER 2, 2025**

ISSUED BY:

*Keli Ward, Disaster Recovery Coordinator
Plumas County
keliward@countyofplumas.com*

AVAILABLE AT:

*<https://plumascounty.us/2964/2021-PLUMAS-COUNTY-WILDFIRES-DIXIE-FIRE->
<https://www.plumascounty.us/bids.aspx>*

Planning Department at 555 Main Street, Quincy, CA 95971

County Courthouse at 520 Main Street, Room 302, Quincy, CA 95971

1. INTRODUCTION

On August 11, 2023, Plumas County executed a Standard Agreement (22-CDBG-PL-20040) with the State Department of Housing and Community Development (HCD) under a 2022 Planning Community Development Block Grant (CDBG) known as “Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas.”

This Request for Proposals (RFP) invites qualified respondents interested in providing professional services to Plumas County associated with the 2022 CDBG Planning grant as described in Section 3A of this RFP.

Respondents must be prepared to execute the County’s standard Services Agreement (Attachment 1) for all work as a result of this RFP.

Respondents are, as applicable, required to comply with the CDBG terms and conditions within the County (grantee) HCD Standard Agreement 22-CDBG-PL-20040 (Attachment 2) and all relevant state and federal contracting procedures.

2. BACKGROUND AND PURPOSE

Plumas County is in the northeast area of California, where the Sierra and Cascade mountains meet. The Feather River, with its several forks, flows through the County, and Quincy is the unincorporated County seat located 75 miles northeast of Oroville and 85 miles west of Reno, Nevada. State highways 36, 70, and 89 cross the County. Framed by mountain ranges throughout with elevations ranging from 1,800 feet to 8,376 feet, the Plumas (meaning ‘feathers’ in Spanish) offers quality of life and a multitude of outdoor recreation opportunities. The 2020 US Census population of Plumas County was 19,790, with recent estimates from the US Census showing a decline in population to approximately 18,834 (July 1, 2024).

In the summer of 2021, two fires impacted the County of Plumas. The first, known as the Beckwourth Complex Fire, started on July 4, 2021, and burned 105,670 acres, with structures lost in the eastern area of the County near Frenchman Lake, Dixie Valley, and Lake Davis. The second was the Dixie Fire, which began on July 13, 2021, and burned nearly 1 million acres of land across five counties, Plumas being the most impacted. It burned for three months and devastated several communities in Plumas including the Town of Greenville and Indian Valley, Indian Falls, Canyon Dam, and Warner Valley, in addition to affecting areas of Chester / Lake Almanor and the Highway 70 canyon.

In 2022 Plumas County, recognizing the need for long-term recovery, established a recovery support function (RSF) working group framework to begin the process of developing a long-term recovery plan for the 2021 wildfires to address impacts and needs concerning infrastructure, health and social services, economic development, natural and cultural resources, and housing and commercial buildings. Multiple community meetings were held throughout 2023 to establish a vision and values for recovery, in addition to identifying recovery projects. RSF working group meetings continued into 2024 and 2025, and the long-term recovery plan is estimated to be released for public review in 2026.

To better inform the long-term wildfire recovery strategy for economic development and housing and commercial buildings, an Indian Valley, Greenville, and Canyon Dam Economic Development Study and a Countywide Housing Assessment are needed.

The Economic Development Study will be used to evaluate current conditions and identify targeted strategies to support a robust and sustainable economic framework for recovery in Indian Valley, Greenville, and Canyon Dam.

The Housing Assessment complements the economic analysis by providing a clear understanding of the affordability of market rate ‘workforce’ housing (e.g., targeted at households earning between 80% and 120% area medium income) and subsidized ‘affordable’ housing (e.g., household earning less than 80% area median income) to the existing housing inventory, conditions, and future needs not only in Indian Valley, Greenville, and Canyon Dam, but throughout the County.

In addition to information readily available from local, regional, and statewide economic and housing databases, the County and its local housing and economic development partners have existing economic and housing data and analysis that will be helpful in executing the Economic Development Study and Housing Assessment including, but not limited to, the following:

- Almanor Basin Housing Systems Map, LMNOP Design + Build / SERA, July 7, 2023.
- California 2021 Dixie Fire, Implementation Strategy for the Recovery & Rebuilding of the Town of Greenville and Canyon Dam, American Planning Association, California Chapter, Planners Emeritus Network, Community Planning Assistance Team (CPAT), January 2025.
- Canyon Dam Summary Report: Town Center Planning Report, LMNOP Design + Build, November 1, 2023.
- Dixie Fire Collaborative, various plans, reports, and resources on website.
- Dixie Fire Impact Report: How Donations and Grants are Shaping Recovery in Plumas County, North Valley Community Foundation, September 2022.
- Dixie Fire Recovery Planning Process: Phase 0 Summary Report, Phase 1a Summary Report, LMNOP Design + Build/SERA, May 13, 2022 and November 2022.
- Greenville Town Center Design Guidebook, SERA/LMNOP Design + Build, November 1, 2023.
- Informational Handout: Joint Discussion of the Plumas County Board of Supervisors and Dixie Fire Collaborative, Special Meeting of the Plumas County Board of Supervisors, April 25, 2023.
- Lake Almanor Basin Housing Assessment (Draft), ECO Northwest, March 2023.
- Lake Almanor Basin Strategic Housing Plan: Summary Report, LMNOP Design + Build, July 7, 2023.
- North State Regional Plan Part I and North State Regional Strategies Part II, California Job First Program, 10-County North State Regional Strategies, Sierra Institute and the North State Planning and Development Collective, June 2024 and September 2024.

- Plumas County Accessory Dwelling Unit (ADU) Pre-Approved Plans, Idea Book, and Ordinance, March/April 2024.
- Plumas County 2035 General Plan, adopted December 17, 2023, including the Economics Element.
- Plumas County 2019-2024 General Plan Housing Element, adopted October 15, 2019.
- Plumas County 2024-2029 General Plan Housing Element, California Department of Housing and Community Development (HCD) Initial Review Draft, August 14, 2025.
- Plumas County Long-term Wildfire Recovery Plan Process and Recovery Support Function Working Groups, Community Meeting PowerPoint Presentation by Plumas County Planning Department in collaboration with the Dixie Fire Collaborative, December 17, 2022.
- Plumas County 2021 Wildfires Long-term Recovery Plan (Administrative Draft), Fall 2025.
- Plumas County Wildfires Long-term Recovery Plan 2021: Summary Reports of the February/March 2023 and April 2024 Community Meetings & Survey Data Results, Plumas County Planning Department in collaboration with the Dixie Fire Collaborative, April 22, 2023 and June 17, 2023.
- Plumas County Code of Ordinances, Title 9 Planning and Zoning, Chapter 2 Zoning.
- Plumas County Social Safety Net Needs Assessment, North Valley Community Foundation and Dixie Fire Funders Roundtable, March 25, 2022.
- Plumas Housing Council, various.
- Recreation Economy for Rural Communities (RERC), Quincy Community Action Plan, November 2022.
- Sierra Economic Development District: Comprehensive Economic Development Strategy 2023–2027, Sierra Business Council, June 2024.
- Summer Internship Summary Report, LMNOP Design + Build, November 2023.

3. DESCRIPTION OF SERVICES REQUESTED

The County is seeking qualified consultant(s) to provide planning services for completion of an Indian Valley, Greenville, and Canyon Dam Economic Development Study and a Countywide Housing Assessment. The required consultant qualifications, as applicable to the scopes of work, include, but are not limited to:

- Knowledge conducting regional and local economic and/or housing market analyses including demographic, employment, industry, and real estate assessments.
- Proficiency in economic and/or housing desktop research and data analysis.
- Experience with housing and economic absorption and feasibility studies.
- Understanding of how to conduct individual and group interviews and survey techniques.
- Documentation of jobs / housing balance analysis.
- Familiarity with federal and state recovery funding programs and ability to identify funding and partnership opportunities.

Note, any one consultant based on qualifications can submit for any component of this RFP, including only Scope #1 or only Scope #2. Consultant teams are acceptable as a response to this RFP, with a prime consultant and subconsultants, to demonstrate qualifications for both scopes of work. Or one consultant, with qualifications for both scopes of work, may be selected.

A. SCOPES OF WORK

#1. Economic Development Study (Indian Valley / Greenville / Canyon Dam)

Prepare an Economic Development Study to guide short and long term economic development initiatives focusing on Indian Valley, Greenville, and Canyon Dam, which includes areas of the Indian Valley and Almanor planning areas as defined in the Plumas County 2035 General Plan.

Task 1.1: Project Management

Conduct ongoing project management including attending a kickoff meeting to establish project organization, identify key stakeholders, develop communication protocols, request existing economic and housing supporting data and analysis, and confirm the schedule with dates for deliverables and bi-weekly check in calls (i.e., every two weeks) with County staff and others, as applicable.

Task 1.2: Market Analysis

Identify economic baseline trends through market analysis of the local, sub-regional economy including:

- Estimates of pre-wildfire local economic activity, employment, and tourist visitation.
- Estimates of current economic activity, employment, and tourist visitation.
- Establish a population estimate and employment/job estimates, based on the current resident population and economic base.
- Current and projected demand for housing, retail, tourism, services, and light industry.
- Evaluate key economic indicators and trends in population, employment, income/wages, and consumer spending.
- Include insights into tourism flows, seasonal economies, and potential external market linkages.

Identify market demand for baseline (existing) and projected growth scenarios including:

- Total quantities (i.e., number and square footage) for baseline economic asset mapping by type of use, e.g., retail, restaurants, office, residential, and lodging.
- Net additional square footage demand for growth beyond near-term post-wildfire building stock.

Identify potential growth opportunities over the next 10 to 15 years (or reasonable identified growth horizon) including:

- Economic growth opportunities and trends in Plumas County regional economic drivers.
- Employment and job growth, over time.

- Population growth estimates, over time, based on employment and job growth.
- Anticipated employment and industry economic base trends and growth including government, health care, resource extraction, and service-based tourism and the recreation economy.
- Assessment of regional economic linkages, identifying regional gaps and opportunities for complementary growth.
- Identify gaps in services, infrastructure, and capacity that may limit recovery or expansion.

Task 1.3: Absorption Demand

The post-wildfire population has not created the same level of demand for goods and services as the pre-wildfire population. It is therefore important to prepare an assessment of needs for the supply of various goods, public services, facilities, and commercial investments, identifying the level of local and sub-regional driven demand to meet current and future needs. Using the market analysis and assessment of needs, estimate absorption demand for sustainable built space, by use type, scaled and phased over time, based on market demand for baseline (existing) and projected growth scenarios, for the identified horizon years.

Task 1.4: Economic Development Study (Deliverable)

Summarizing and utilizing data and information from the market analysis and absorption demand tasks, prepare an Indian Valley, Greenville, and Canyon Dam Economic Development Study (Scope #1 deliverable) in a post-wildfire recovery framework. Focus on opportunities to expand and diversify the local economy beyond current economic activities by prioritizing long-term investments that are within the potential financial and human resource capacity of the region. Identify strategic economic development priorities and anchor projects to support long-term growth scenarios. Recommend an implementation strategy, including roles for local agencies and partners, that align and support sustainable economic development recovery.

#2. Housing Assessment (Countywide)

Prepare a Countywide Housing Assessment of existing and projected housing needs relative to employment, housing typology and inventory, household income/wages, and population characteristics. As Plumas County was in housing crisis pre-wildfire and continues to experience extreme housing shortages post-wildfire, the objective is to understand what type of housing should be developed, at what affordability levels, and where (based on job centers and services) to meet the needs of the current and projected workforce, including both year-round and seasonal employees.

The unincorporated area of Plumas County is comprised of towns, communities, rural places, and master planned communities with varied income levels, housing stock, and housing conditions. Housing assessment information should be collected by planning areas as designated in the Plumas County 2035 General Plan (i.e., Almanor; Indian Valley; Meadow Valley, Bucks Lake, and Feather River Canyon; American Valley; Sloat, Cromberg, and Mohawk Valley; Little Grass Valley and La Porte; Sierra Valley) (Figures 3-3 through 3-9).

Task 2.1: Project Management

Conduct ongoing project management including attending a kickoff meeting to establish project organization, identify key stakeholders, develop communication protocols, request existing economic and housing supporting data and analysis, and confirm the schedule with dates for deliverables and bi-weekly check in calls (i.e., every two weeks) with County staff and others, as applicable.

Task 2.2: Housing Stock Inventory, Market Factors, and Employment Conditions

Evaluate the current inventory of housing stock including condition, type, tenure, and affordability. Assess demographic, economic, and housing market trends including data from median home prices, permit activity, annual rent escalation, and existing vacant housing inventory. Identify challenges for new housing development or activation of underutilized stock, and potential solutions. Map the geographic distribution of employment centers and housing across the County, assess commute patterns, and affordability to identify where workforce housing shortages may constrain local economies.

Task 2.3: Existing Needs, Projected Demand, and Socioeconomic Factors

Identify existing for-sale and rental housing needs by socioeconomic composition. Estimate the projected demand, by price, for for-sale and rental housing units. Prioritize locating housing near services, infrastructure, and jobs to reduce the distance and time for commuting and to promote environmental sustainability. Discussion should incorporate:

- Average median income/wages.
- Assessment of owner-occupied housing, rental housing, and seasonal housing.
- Priority locations/regions for new housing; identifying quantity and location relative to job location to address commute patterns and jobs / housing balance.
- Housing types that are in most demand or are in short supply.

Evaluate the socioeconomic factors that underscore the challenges for different types of residents facing housing topology choices. Document trends and conditions with respect to:

- Growth in wages in relation to growth in housing costs.
- Trends in homeownership rates, including household incomes and job type comparisons.
- Rate of cost burden and severe cost burden by demographic cohort.
- Family status, household size, and overcrowding.
- Other factors as necessary, like migration patterns post-wildfire and unhoused population statistics.

Task 2.4: Housing Assessment (Deliverable)

Summarizing and utilizing data and information from the housing stock inventory, market factors, employment conditions, existing needs, projected demand, and socioeconomic factors, prepare a Countywide Housing Assessment (Scope #2 deliverable). Establish an appropriate jobs / housing balance goal for the County to guide housing decisions. Identify potential housing solutions to reconcile housing needs and gaps. Discuss incentives for workforce market rate and subsidized housing projects that meet the County's housing objectives. Identify strategic housing priorities and anchor projects to support inclusive and long-term growth scenarios with funding mechanisms, including for-profit and non-profit housing development partners.

B. SCHEDULE

The anticipated high level schedule is described below, in context of the grant deadlines:

- January 6, 2026: contract execution by Board of Supervisors
- January 2026: schedule kick-off meeting
- January 2026: information transfer from County to start scope of work
- March 2026: consultant to produce Admin Draft Deliverable(s)
- April 2026: consultant to produce Draft Deliverable(s)
- May 10, 2026: consultant to produce Final Deliverable(s) (contract end date due to grant expenditure deadline)

C. BUDGET

The CDBG Planning grant budget allotted to fund both scopes of work described in Section 3A is a total, not to exceed, of \$155,000.

4. QUESTIONS

The Disaster Recovery Coordinator will serve as the primary point of contact during the RFP process.

Do not contact other County employees or the Board of Supervisors.

Phone inquiries will not be answered.

All communication regarding this solicitation is required in writing by email and directed to:

Keli Ward
Disaster Recovery Coordinator
keliward@countyofplumas.com

All questions pertaining to this RFP must be submitted by email no later than **5:00PM on November 14, 2025**. Questions received thereafter will not be answered.

To ensure all respondents receive consistent information, the Disaster Recovery Coordinator will provide one set of answers by posting a RFP Addendum on the County's 2021 Wildfires website at <https://plumascounty.us/2964/2021-PLUMAS-COUNTY-WILDFIRES-DIXIE-FIRE-> no later than **5:00PM on November 17, 2025**.

It is the responsibility of the respondent to check the website for the RFP Addendum.

5. SUBMISSION REQUIREMENTS

Responses to this RFP must be submitted according to the requirements set forth in this section. Failure to adhere to these requirements may be grounds for disqualification of the submittal.

The Disaster Recovery Coordinator must receive all submissions electronically as a single Adobe Acrobat .pdf file by email on or before: **5:00PM December 2, 2025**.

Email submissions to:

Keli Ward
Disaster Recovery Coordinator
keliward@countyofplumas.com

The record of the email sent by the respondent with the date/time received will be sufficient for meeting the deadline. The Disaster Recovery Coordinator will send a reply email confirmation to all RFP respondents within two business days of the submission.

Submissions must include the following information, in the order listed, in a clear and concise format. No page limit restrictions. RFPs that do not include all the information requested cannot be adequately evaluated.

A. Cover Letter and Statement of Interest

Include the following information:

- a. Legal name of company (non-profit, LLC, Corporation, etc.) and where company is incorporated.
- b. Name, address, email, and telephone number of the respondent's authorized signatory.
- c. Signature by the respondent's authorized signatory.
- d. Respondent's federal tax ID number.
- e. Statement of interest in providing professional services specific to this RFP including a brief description of the company.
- f. Knowledge of Plumas County 2021 wildfire recovery efforts.

B. Table of Contents and Page Numbers

Include an outline of the RFP submittal contents, identified by sequential page numbers, and by section reference number and section title, as described herein.

C. Statement of Qualifications

Provide specific information in narrative form about the respondent's experience with the services specified in this RFP, in addition to providing three (3) to five (5) examples of current relevant work samples demonstrating the respondent's experience in carrying out the services requested.

D. Scope

The County's tasks and objectives for the scopes of work (#1 – Economic Development Study and #2 – Housing Assessment) are generally described in Section 3A.

Based on the tasks and associated scope narratives in Section 3A, while meeting the County's objectives, provide 'consultant-informed' proposed scope(s) of work, by task, including any modifications to the County tasks and associated scope narratives, explaining the consultant recommendations based on experience and qualifications.

E. Schedule

The anticipated high level schedule described in Section 3B is approximately 4 months based on the CDBG Planning grant contract end date of May 10, 2026.

Provide a vetted schedule for the proposed scope(s) of work being proposed to confirm achievable timeframes for tasks and deliverable(s).

F. Budget

The total budget for the scopes of work (#1 – Economic Development Study and #2 – Housing Assessment) described in Section 3A is not to exceed \$155,000 based on the funding allocated under the CDBG Planning grant.

Provide a detailed line-item cost budget table, by task, for the proposed scope(s) of work being proposed.

When proposing a budget for either one or both scopes of work, please take into account the maximum not to exceed budget. The County’s objective is to perform both scopes of work for a combined total of \$155,000.

G. Client References

Provide a minimum of three (3) references including name, organization, address, email, and telephone number for similar services provided.

H. Staffing and Resumes

Include a list of personnel qualified and available to do the work, by job title, in addition to listing all applicable staff credentials. Include a narrative discussing team organization and management.

Include a 1-page resume for each individual staff person, listing education, credentials, expertise, and professional and technical skillsets.

I. Fee Schedule

Provide current fee schedules with job titles and hourly rates for personnel qualified and available to do the work.

Additionally, include an indirect and miscellaneous expense cost sheet.

J. Conflict of Interest

Provide a statement that discloses any past, on-going, or potential interest, direct or indirect, that the respondent, respondent’s team, or individuals associated could conflict in any manner or degree with the performance of the services requested in this RFP.

K. Exception(s) to the Standard Services Agreement

List out all exceptions to the County’s standard Services Agreement (Attachment 1), if any, making the proposed exceptions as specific as possible.

6. SELECTION PROCESS CRITERIA AND SCORING

All responses will be given to the County RFP Evaluation Panel and will be administered by the County's Purchasing Agent.

The Evaluation Panel will review the RFPs, may participate in interviews, and rank RFPs based on the following criteria and scoring:

Criteria	Scoring
1. Cover Letter and Statement of Interest	up to 15 points
2. Statement of Qualifications	up to 25 points
3. Scope(s) of Work	up to 20 points
4. Schedule	up to 15 points
5. Budget(s)	up to 15 points
6. Client References	up to 10 points
SUBTOTAL	100
7. Interview Presentation (optional at the discretion of the County)	up to 20 points
8. Interview Questions (optional at the discretion of the County)	up to 30 points
TOTAL	150

7. SCHEDULE

Activity <i>(Subject to Change)</i>	Date/Time <i>(Subject to Change)</i>
RFP publication date	November 4, 2025
Deadline to submit questions	5:00PM November 14, 2025
RFP Addendum posted	5:00PM November 17, 2025
RFP submission deadline	5:00PM December 2, 2025
RFP review and ranking by Evaluation Panel and Interviews (optional at the discretion of the County)	December 3, 2025 through December 12, 2025
Notification to preferred respondent	December 15, 2025
Professional Services Agreement negotiations	December 15, 2025 through December 29, 2025
Board of Supervisors Contract Execution	January 6, 2026

Notice of awards will be made in a public forum (i.e., Board of Supervisors meeting) and include the date of the award, the successful respondent, and the contract amount.

8. DISCLOSURE OF INFORMATION

All information and materials submitted to the Disaster Recovery Coordinator in response to this RFP may be reproduced by the County for the purpose of providing copies to authorized personnel involved in the evaluation process but will be exempt from public inspection under the California Public Records Act (PRA) until such time professional services agreements are executed. Once an agreement is executed, proposals submitted in response to this RFP are subject to public disclosure, as required by law.

The submission of an RFP is considered consent to the County's disclosure. The County will not be liable for disclosure of any information or records related to this procurement.

9. NOTICES

All respondents to this RFP are notified of the following:

- i. Teams are acceptable.
- ii. County reserves the right to enter negotiations with more than one respondent.
- iii. The County does not guarantee work to any qualified respondent.
- iv. Issuance of this solicitation in no way constitutes a commitment to select a respondent or award an agreement.
- v. Respondents must possess the necessary credentials and licensures to perform the work in California.
- vi. All work performed for County including all documents and materials associated with the work will become the exclusive property of the County.
- vii. Any and all costs, including travel, arising from development and delivery of a response to this RFP incurred by any proposing respondent will be borne by the respondent without reimbursement by the County.
- viii. County reserves the right to reject any and all submittals received if it is determined by the County in its sole discretion it is in the County's best interest to do so.
- ix. County may cancel or amend this solicitation at any time and may submit similar solicitations in the future.
- x. County may reject any submittal that does not meet all the mandatory requirements of this solicitation.
- xi. County may request clarification of any submitted information, may request additional information on any or all responses provided, and may waive minor inconsistencies deemed to be irrelevant.
- xii. A respondent is permitted the opportunity to furnish other information called for by the solicitation and not supplied in the original response, provided it does not affect the price of the contract and does not give the respondent an advantage or benefit not enjoyed by other respondents, in accordance with the criteria established in the solicitation.
- xiii. A respondent is not permitted to correct a response for errors of judgment.

10. CONTRACTING

Contracting will follow the County's Purchasing Policy (December 13, 2022), which can be viewed at: <https://www.plumascounty.us/2173/Online-Policy-Manual>

11. ATTACHMENTS:

1. Plumas County Standard Professional Services Agreement
2. Community Development Block Grant HCD and Plumas County Standard Agreement 22-CDBG-PL-20040

RFP
PLUMAS COUNTY 2021 WILDFIRES LONG-TERM RECOVERY PLANNING
ISSUED NOVEMBER 4, 2025
DEADLINE DECEMBER 2, 2025

**ATTACHMENT 1
PLUMAS COUNTY
STANDARD SERVICES AGREEMENT**

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **[Name of Department]** (hereinafter referred to as "County"), and _____, a _____ [Form of Entity, e.g., "a California corporation" or "an individual"] (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed _____ Dollars (\$_____).
3. Term. The term of this agreement shall be from _____, 20__ through _____, 20__, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

____ COUNTY INITIALS

CONTRACTOR INITIALS _____

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

[Name of Department]
County of Plumas
[Street address]
[City, state, zip]
Attention: [Name of contact person/official]

Contractor:

[Name]
[Street address]
[City, state, zip]
Attention: [Name of contact person/official]

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination

and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

[Name], a [type of Entity]

By: _____
Name:
Title:
Date signed:

By: _____
Name:
Title:
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
Name:
Title:
Date signed:

APPROVED AS TO FORM:

Deputy County Counsel

EXHIBIT A

Scope of Work

EXHIBIT B

Fee Schedule

ATTACHMENT 2
COMMUNITY DEVELOPMENT BLOCK GRANT
HCD AND PLUMAS COUNTY
STANDARD AGREEMENT 22-CDBG-PL-20040

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

 AGREEMENT NUMBER
 22-CDBG-PL-20040

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 Plumas

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

Thirty-Six (36) Months from the Effective Date

3. The maximum amount of this Agreement is:

\$250,000

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	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions	04/2017
+ - Exhibit D	CDBG Program Terms and Conditions	25
+ - Exhibit E	Program Application	11

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 Plumas

CONTRACTOR BUSINESS ADDRESS

555 Main Street

CITY

Quincy

STATE

CA

ZIP

95971

PRINTED NAME OF PERSON SIGNING

TRACEY FERGUSON

TITLE

PLANNING DIRECTOR

CONTRACTOR AUTHORIZED SIGNATURE

Tracey Ferguson

DATE SIGNED

8/3/23

Approved as to form:

Gretchen Stuhr
Plumas County Counsel

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-CDBG-PL-20040

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Avenue

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart

TITLE

Contracts Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

Synthia Rhinehart

8/11/2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the reservation of funds under the State of California's administration of the federal Community Development Block Grant Program for non-entitlement jurisdictions (hereinafter, "CDBG" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, California Health and Safety Code Section 50825, et seq., and the California State CDBG Program Guidelines in effect as of October 15, 2019, all as may be amended from time to time. The Program is listed in the federal System of Award Management Assistance Listings (formerly Catalog of Federal Domestic Assistance) as 14.228 - CDBG -Community Development Block Grant Program. In accepting this reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee applied, as identified in this document footer, the representations contained in the Grantee's application (the "Application") for this funding allocation, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. For activities funded outside of a NOFA, including activities funded through Program Income, and activities funded through Urgent Need, the Grantee agrees to comply with the terms and conditions of this Agreement, the representations contained in the Grantee's Application for activity funding, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Scope of Work

- A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E, and the Application which is on file with the Department and which is incorporated herein by reference. 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 Grantee to modify any or all parts of the Application in order to

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/2/2023

EXHIBIT A

- comply with CDBG requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of 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.
- B. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit B, and as detailed in Exhibit E, Budget Worksheet. Unless amended in writing, 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 or activities.
- C. Except for General Program Administration, grant activity(ies) must meet one of the following three CDBG National Objectives:
- 1) Benefit to Low/Moderate Income Persons or Households,
 - 2) Urgent Need, or
 - 3) Elimination of Slums or Blight as defined in 24 CFR 570.483.

3. Effective Date and Commencement of Work

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

4. Term of Agreement and Performance Milestones

- A. Term of Agreement: The Grantee shall complete the grant activity and/or activities on or before 36 months (three (3) years) from the Department's execution date identified on the STD 213 of this Standard Agreement ("Contract Expiration Date". Any extensions beyond the 36 months will require the Department's approval and a contract amendment.

EXHIBIT A

- B. Expenditure Deadline: All costs to be reimbursed with Program funds shall be incurred no later than 33 months (two (2) years and nine (9) months) from the final Department execution date of this Agreement as identified on the STD 213. Costs incurred after the Expenditure Deadline are not eligible for reimbursement.
- 1) Reporting Deadlines:
- a) All activities except activities in support of new housing construction and activities in support of economic development must report final beneficiaries no later than the Contract Expiration Date.
 - b) For activities in support of new housing construction and economic development where housing units or jobs are dependent on off-site infrastructure development, the activity shall have an extended reporting term of two years (24 months) from the Contract Expiration Date deadline to complete reporting of units constructed and occupied or jobs created or retained. Activities that do not meet the reporting deadline will be deemed ineligible and the Grantee will be required to repay all grant funds expended on the activity.
- C. Milestones: Grantee shall timely adhere to project milestones as established in Exhibit E.
- 1) Failure to Meet Milestones:
- a) Failure to meet the first milestone identified in Exhibit E, is a material breach and will result in a for-cause termination of this Agreement. All funds, including program income, reimbursed for this activity prior to the termination shall be returned to the Department no less than thirty (30) days from the written notification of termination.
- 2) Failure to meet any given subsequent milestones identified in Exhibit E, may result in loss of program eligibility and will restrict the Grantee from applying for additional CDBG funding until the activity is corrected and put back on schedule, or the activity is completed, or the activity is canceled.

EXHIBIT A

- 3) Any milestone or deadline except the first milestone, the final activity report milestone, and the expenditure deadline may be revised administratively with the approval of the Department without incurring penalty, provided the revision request is received in advance of the original milestone due date.

D. Scope of Work Revisions and Amendments

- 1) Contract Revisions: Adjustments to the Scope of Work that do not require an increase or reduction of activity scope, a change in National Objective, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the Department prior to implementation. If approved, contract revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:
 - a) Adjustments that itemize the scope of work, revise milestone deadlines, except for first and last milestones, and change the scope of work in a manner that does not change the overall budget, National Objective, or change type or reduce count of estimated beneficiaries.
 - b) Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without changing the overall budget.
- 2) Contract Amendments: Adjustments to the Scope of Work that require an increase or a reduced scope of work, that change the National Objective, or that change the type or reduces the number of beneficiaries assisted shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed. Contract Amendments shall include but not be limited to:

EXHIBIT A

- a) Adjustments that either add scope beyond what was included in the original application, or that reduce scope such that the activity is materially different from the original application, or that reduce estimated beneficiary counts.
- b) Adjustments that change the scope in a manner that requires a change to awarded activity budget, including adding funds from other State CDBG funded activities, adding Program Income, and reducing funds from either State CDBG awarded funds or Program Income.
- 3) HUD Matrix Codes: If HUD changes an activity matrix code(s) or if there is an error in recording the activity code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.

E. **State CDBG Program Contract Management**

- 1) Department Contract Manager: For purposes of this Agreement, the State CDBG Program Contract Manager for the Department is the Program Manager(s) of the State CDBG Program in the Division of Federal Financial Assistance, or such person's designee. Written communication regarding this Agreement shall be directed to the State CDBG Program Contract Manager at the following address*:

State CDBG Program Contract Manager
Division of Financial Assistance
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054
Ph: (916) 890-6819
Email: CDBG@hcd.ca.gov

**Due to the telework policy in place for the State of California communications should be done electronically to ensure timely response.*

- 2) Contract Management: Day-to-day administration of this Agreement shall take place through the online grant management system, including but not limited to:

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/2/2023

EXHIBIT A

- a) Financial Reports (Funds Requests);
 - b) Activity Reports;
 - c) Semi-Annual Reports;
 - d) Annual Reports;
 - e) Submittal of any and all requested supporting documentation;
 - f) Standard Agreement Revisions (non-material contract changes);
and,
 - g) Standard Agreement Amendments (material contract changes).
- 3) **Grantee Contract Administrator:** The Grantee's Contract Administrator (must be a Grantee employee) is identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile. Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.
- 4) **Capacity to Contract:** Contractor has the capacity and authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.
- 5) **Authority to Execute:** Each person executing this Agreement represents and warrants to the Department that he or she is duly authorized to execute and deliver this Agreement on behalf of the Contractor, and that such authority is evidenced by a binding authorization. The person executing this Agreement, and the Contractor, acknowledge that the Department is materially relying upon the foregoing representation and warranty in agreeing to enter into this Agreement. In the event of a defect in any resolution submitted to the Department in connection herewith, then this provision shall be deemed satisfactory and admissible evidence of the authority of the signer to bind Contractor to this Agreement and Contractor shall remain fully bound to the terms hereof. In the event the Department

EXHIBIT A

determines in its sole discretion that a resolution submitted by the Contractor is deficient in any way, then within thirty (30) days of the Department's request, Contractor shall resubmit a new resolution which is satisfactory to the Department. Failure by the Contractor to timely provide such resolution to the Department shall constitute a default under this Agreement.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

- A. Budget Detail: The activity shall follow the budget as detailed in Exhibit E.
- B. Program Income: All Program Income is state administered CDBG funding and is subject to the same federal requirements for financial administration as open grant awards. Program Income, including both cash-on-hand and future projected receipts, if identified as a funding source for any given activity, must be included in the activity budget and must be substantially expended prior to drawing grant award funds. Program Income must be identified separately from grant funds in the activity budget and must be broken out into activity and general administration funding, as applicable. The Department will not encumber locally administered Program Income against NOFA grant funds in the state's accounting system. Only new grant awards made under a NOFA or in conjunction with an Urgent Need application will be encumbered in the state's accounting system.

Funding in this Agreement may include either or both:

- 1) the total new grant award from the NOFA to be encumbered by the Department from grant funds,
 - 2) total locally held Program Income to be included in the activity budget but that will **not** be encumbered by the Department. This Agreement is for the sum total of funds to be used in the activity including grant funds and Program Income, as applicable. Program Income receipts must be reported no less than quarterly.
- C. Other Non-State CDBG Funding Sources: The Grantee shall report on the value of other contributions included as leverage for each activity via the Financial Reports narrative section required for such activity and provide supporting documentation. The Financial Reports shall be accessed through the online grant management system and are the reports which convey the information needed to complete financial transactions in HUD's Integrated Disbursement and Information System (IDIS).

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/2/2023

EXHIBIT B

2. Availability of Funds

The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of CDBG funds and continued federal authorization for CDBG activities, as well as the conditions set forth in Exhibit D, Section 33. The Department's provision of funding is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification or 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. Eligible Costs

- A. No activity costs may be incurred, or funds reimbursed until the Grantee has documented compliance with the applicable National Environmental Policy Act (NEPA) requirements established in 24 CFR 50, 24 CFR 58, and 42 USC 4321, et seq., and an authorization to incur costs from the Department has been received or the contract has been fully executed.
- B. Allowable Costs: Allowable costs shall mean those necessary and proper costs under 2 CFR 200.400 through 475, and as identified in the Grantee's application and as detailed in Exhibit E, and as approved by the Department unless any or all such costs are disallowed by the State of California or HUD. Allowable costs include necessary and proper activity and administration costs incurred prior to the execution of this Agreement. All costs incurred prior to the execution of this Agreement must be eligible to be considered allowable and suitable for reimbursement. Eligible costs must, at a minimum, be costs incurred according to the procurement requirements of 2 CFR 200.317, et seq. and be costs required for the activity in this Agreement to meet a National Objective.
- C. Priority of Funds: The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Grantee must disburse funds available from locally held funding CDBG grant resources such as, but not limited to Program Income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the grant award.

EXHIBIT B

- D. Withholding Funds: The Department reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. Payments are contingent upon the Grantee's financial management system meeting the requirements of 2 CFR 200.302, and the internal control requirements of 2 CFR 200.303. Payment may be suspended or terminated, in whole or in part, by the Department in its sole discretion in the event of a default by Grantee.
- E. Disencumbering Funds: The Grantee agrees that funds determined by the Department to be surplus upon completion of the activity, the funds that are not able to be spent in their entirety prior to the Expenditure Deadline or that have not been drawn prior to the Contract Expiration Date will be subject to disencumbrance by the Department in its sole and absolute discretion.
- F. Indirect Costs: If Grantee wishes to charge for indirect costs, the Grantee must develop an indirect cost allocation plan for determining the appropriate CDBG share of such indirect costs and submit such plan to the Department for approval prior to submission of requests for any payments for the indirect cost expenditures.
- G. Pre-Agreement Costs: Pre-Agreement Costs are eligible costs incurred prior to the award of funds as defined in Exhibit D, Section 1. Eligible Pre-Agreement costs as identified in Exhibit E, Project Budget, may only be reimbursed upon the full execution of this Agreement and verification that the costs meet all eligibility criteria. Pre-Agreement costs may include both activity delivery and general program administration.

The Grantee agrees that any Pre-Agreement costs **not** previously identified in Exhibit E, Project Budget, will **not** be paid with CDBG funds.

4. **Method of Payment**

The Department will not authorize payments unless it has determined the costs incurred are in compliance with the terms of this Agreement. Payments will be issued to the agency identified on the Taxpayer Identification Form (TIN) provided by the Grantee to the Department.

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/2/2023

EXHIBIT B

- A. Reimbursements: The Department will reimburse the Grantee its allowable costs for the services identified in this Agreement in Exhibit E, upon presentation of a financial reporting form, and supporting documentation of the cost eligibility. The Grantee may not request reimbursements under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount documented as having been incurred.
- 1) To receive reimbursement for grant activities, including reimbursement for eligible Pre-Agreement costs, the Grantee must submit all Department required forms according to the applicable deadlines. Financial Reports and Activity Reports are due no less than quarterly, within 15 days of the end of the quarter. Financial Reports and Activity Reports may be submitted more frequently at the Grantee's discretion. Financial Reports shall include the level of documentation specified by the Department, including proof of expenditure, and proof of cost eligibility. Grantees must submit documentation supporting cost amounts and cost eligibility with each funds request as part of the Financial Report.
 - 2) Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a detailed description of work completed during the reporting period, an explanation of why no funds have been expended, and anticipated date when a funds will next be requested
- B. Advances: The Grantee must receive prior written approval from the Department before submitting an advance request. All advances are subject to the Department's consent, which may be given or withheld on its sole discretion. No advances will be issued prior to full Agreement execution.
- C. Final Payment Requests:
- 1) Grantees on the Reimbursement Payment System: All requests for final reimbursement must be submitted no later than sixty (60) days after the Expenditure Deadline as defined in Exhibit A, Section 4 (B) of this Agreement.
 - 2) Grantees on the Advance Payment System: The last advance payment must be submitted to the Department no later than sixty (60) days prior to

Program Name: Community Development Block Grant (CDBG)

NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022

Approved Date: 04/20/2023

Prep. Date: 6/2/2023

EXHIBIT B

the Expenditure Deadline of this Agreement.

- 3) **Return of Unexpended Funds:** All funds received by the Grantee but not expended by the Expenditure Deadline must be accounted for and returned to the Department within thirty (30) days after the Expenditure Deadline. Funds shall be returned in accordance with the current State procedural guidance for grantees. All returned funds will be disencumbered.
- 4) **All Funds Not Previously Requested:** If the final funds disbursement request for costs expended during the term of this Agreement has not been received by the Department within 60 days following the Expenditure Deadline as defined in Exhibit A, Section 4 (B) of this Agreement, the Department may disencumber any funds remaining and grant funds will no longer be available for the Grantee.

5. 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, including between General Administration funding, activity funding, and Program Income resources, including both Program Income cash on hand, and Program Income projected receipts, but that otherwise does not change the overall budget total, the scope of work, the National Objective, and type and count of estimated beneficiaries. Reallocations involving General Administration funding are subject to applicable General Administration caps identified in the Notice of Funding Availability.
 - 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.

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/2/2023

EXHIBIT B

- B. Budget Amendments: Adjustments to the Budget that result in an increased or a reduced total activity budget shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

6. Grant Closing Requirements

A. Expenditure Deadline:

- 1) All costs to be reimbursed with Program funds must be incurred no later than 33 months (two (2) years and nine (9) months) from the final Department execution date of this Agreement as identified on the STD 213.

The Final Financial Report for the activity must be marked final and submitted within sixty (60) days following the Expenditure Deadline as defined in Exhibit A, Section 4 (B). Financial Reports submitted after this date will not be eligible for reimbursement.

B. Closeout Procedure: The Grantee must submit the following at the completion of the activity:

- 1) A Final Activity Report that includes all required reporting data for the activity;
- 2) A filed Notice of Completion (if applicable);
- 3) Evidence, satisfactory to the Department, of compliance with any and all other Special Conditions of this Agreement as set forth in Exhibit E hereto;
- 4) Proof of publication of public hearing/meeting that shows compliance with public participation requirements to report the closure of the grant and the results of the completed activity;
- 5) Close out Certification Form signed by the Grantee's authorized signer;
- 6) Project Completion Report; and
- 7) Disencumbrance of Funds form (if applicable).

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/2/2023

EXHIBIT B

If the Grantee identified an extended reporting period will be required to meet the National Objective for the activity in the Application, the above closeout requirements shall be submitted upon the completion of the activity, or within twenty-four (24) months after the Contract Expiration Date, whichever comes first. If no extended reporting period is required, the above closeout requirements shall be submitted upon the completion of the activity or no later than the Contract Expiration Date. Upon receipt of the above documentation, the Department will close out this Agreement and finalize the activity in IDIS for final reporting to HUD.

- C. Ongoing Reporting: Grants that have been closed may, as applicable, have continued reporting requirements, including Program Income reporting, performance reporting, beneficiary reporting, asset reporting, and other federally required reports as identified in Exhibit D, Section 22.

EXHIBIT D

CDBG PROGRAM TERMS AND CONDITIONS

Federal Grant Identification

CFDA Number: 14.228

1. Definitions

- A. "Activity" means one of the following HUD eligible activities as per 42 U.S.C. 5305.
- 1) Acquisition (§ 5305 (a)(1))
 - 2) Public Improvements (§ 5305 (a)(2))
 - 3) Public Facilities (§ 5305 (a)(2) and (5))
 - 4) Code Enforcement (§ 5305 (a)(3))
 - 5) Housing Rehabilitation (§ 5305 (a)(4))
 - 6) Public Services (§ 5305 (a)(8))
 - 7) Planning and Technical Assistance (Section 105(a)(12), (14) and (19))
 - 8) Business Financial Assistance (§ 5305 (a)(17))
 - 9) Microenterprise Assistance (§ 5305 (a)(22))
 - 10) Homeownership (§ 5305 (a)(24))
- B. "Activity Budget" means the budget included in Exhibit E, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.
- C. "Activity Delivery" (AD) means any reasonable and necessary costs that are not directly related to labor and/or direct construction and/or direct activity implementation costs. These costs must be cost reasonable and directly tie to the completion of the activity to meet a National Objective.
- D. "Activity Reports" are the activity reports that must be submitted at least quarterly that describe program or project progress and/or beneficiaries served during a given reporting period.
- E. "Department" means the California Department of Housing and Community Development.

EXHIBIT D

- F. "Funds Request" is also identified as a Financial Report and refers to the forms and processes required to request the drawdown of CDBG funds. Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a detailed description of work completed during the reporting period, an explanation of why no funds have been expended, and anticipated date when funds will next be requested.
- G. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. 5305(a)(13).
- H. "Grantee" means the jurisdiction that applied for CDBG funding and has legal authority to sign this Agreement and commit to compliance with all federal requirements regarding the administration of federal funds, as identified in 2 CFR 200.
- I. "Pre-Agreement Costs" are pre-award costs as defined at 2 CFR 200.458 and 24 CFR 570.489(p) and are costs that are eligible per 2 CFR 200.400 et.seq. that have been itemized on the approved activity budget as identified in Exhibit E, Project Budget, as referenced by Exhibit B, Budget Detail and Payment Provisions.
- J. "Program" means an eligible activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.
- K. "Program Guidelines" means the CDBG Program Guidelines adopted in October 2019 that replaced the California state regulations regarding the operation of the State CDBG program, as per Health and Safety Code 50826.1(a) that states that the regulations are repealed upon adoption of guidelines.
- L. "Program Income", as defined in 24 CFR 570.489(e), means gross income received by the Grantee that is directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

EXHIBIT D

- M. "Project" means eligible capital improvements to public facilities, infrastructure, assets, and right-of-way. Projects may also include eligible capital improvements to privately owned facilities, infrastructure, and assets that serve the public or that provide a public good, including shelters, community-based facilities, and utilities.

2. **Eligible Activities**

Grantee will only use funds under this Agreement for the activity identified in Exhibit E. All activities must be eligible CDBG activities as authorized under 42 U.S.C. 5305 and 24 CFR 570.482.

3. **National Objectives**

Grantee will only use funds in support of the National Objective identified in Exhibit E. All CDBG funded grant activities must meet a National Objective as defined in 42 U.S.C. 5304(b)(3), as amended, and 24 CFR Part 570.483.

Real Property acquired in whole or in part with CDBG funds must be used to meet the same National Objective for which it was purchased for no less than five years from the date of acquisition. The Department may require a Use Restriction Agreement be recorded against real property acquired or improved in whole or in part with CDBG funds.

4. **Termination and Remedies for Noncompliance**

Awards as secured by this Agreement may be terminated by the Department in whole or in part as per federal regulation at 2 CFR 200.339. 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 200.340.

- A. Termination without Cause: Agreements may be terminated without cause in whole or in part by the Department **only** with the consent of the Grantee. In the case of a whole agreement termination, the two parties shall agree upon termination conditions, including the effective date. In the case of partial termination, the two parties shall agree upon termination conditions, including the portion to be terminated and the effective date.

EXHIBIT D

- B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR 200.339(b).
- 1) The Department may initiate remedies for noncompliance as identified in 2 CFR 200.338 at any time it has been determined that the Grantee 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.
 - 2) Prior to terminating this Agreement for cause or noncompliance, the Department shall submit written notice specifying noncompliance and/or specifying the event or events that if not cured would constitute an event of default. The Department's written notice shall identify remedies for cure. Grantee shall have thirty (30) calendar days from receipt of notice to fully cure. This period may be extended at the Department's discretion for a reasonable period of time if the Grantee is acting in good faith to cure the noncompliance or cause. Any extension of the cure period must be communicated in writing by the Department.
 - 3) The Department's remedies for Grantee's noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere may include, as appropriate:
 - a) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - b) Disallow (that is, deny use of funds) all or part of the cost of the activity or action not in compliance.
 - c) Wholly or partly suspend or terminate the current award for the Grantee's program or project, as applicable.
 - d) Withhold further and/or future awards of CDBG funds.
 - e) Request that HUD initiate federal suspension debarment proceedings.

EXHIBIT D

- f) Take other remedies that may be legally available, including, but not limited to:
 - g) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed, including General Administration, Activity Delivery, and any and all Program Income, as appropriate.
 - 4) In taking an action to remedy noncompliance, the Department will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved as per 2 CFR 200.341.
- C. Effects of Suspension and Termination: Grantee costs resulting from obligations incurred by the Grantee or any of the Grantee's contractors, subrecipients, or subgrantees during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR 200.342. Termination and remedies for noncompliance identified in this Section do not preclude a Grantee or any of the Grantee's contractors, subrecipients, or subgrantees from being subject to non-procurement debarment and suspension requirements at 2 CFR 2424. CDBG funds may not be provided to excluded or disqualified persons pursuant to 24 CFR 570.489(I).
- D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.

5. **Severability**

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

EXHIBIT D

6. **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 Grantee 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.

7. **Uniform Administrative Requirements**

The Grantee, its agencies or instrumentalities, and Subgrantees 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.

- A. Single Audit Compliance: Funds will not be disbursed to any Grantee 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 Administrative Requirements is demonstrated to the satisfaction of the Department.
- B. Accounting Standards: Grantee 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, Grantee 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.

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

- A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the CDBG program.

EXHIBIT D

- B. Grantee shall comply with the requirements of 24 CFR 570.480 et seq., the Housing and Urban Development (HUD) regulations concerning State administered Community Development Block Grants, 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 2400, Title II of the Cranston-Gonzales National Affordable Housing Act (42 U.S.C. § 12701 et seq.) and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

9. **Affirmatively Furthering Fair Housing**

Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C. 2000a, et seq.), and the Fair Housing Act (42 U.S.C. 3601, et seq.), according to 42 U.S.C. 5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).

10. **Equal Opportunity Requirements and Responsibilities**

Grantee agrees that it undertakes hereby the same obligations to the Department that the Department has undertaken to HUD pursuant to the Department's CDBG certifications. The obligations undertaken by Grantee include, but are not limited to, the obligation to comply with all applicable federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

- A. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public;
- B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended, Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) prohibiting discrimination in housing, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil rights laws for jurisdictions receiving federal funding; Section 104(d) regarding relocation and displacement and Section 109 of Title 1 of the Housing and Community Development Act of 1974

EXHIBIT D

prohibiting discrimination in CDBG funded programs, as amended; Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;

- C. The Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.
- D. Affirmative Outreach:

- 1) Contractor or its Service Providers must make known that the use of the facilities, assistance, and services are available to all on a Nondiscriminatory basis. If it is unlikely that the procedures the Contractor or its service providers intend to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the Subrecipient or its service providers must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.

Contractor subrecipients or its Service Providers must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, Subrecipients and Service Providers are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

EXHIBIT D

E. Equal Access for Disabilities

- 1) Contractors must provide a language access plan that makes appropriate accommodations for LEP interpretive services and services that support the visually impaired as required by Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794 (contractors receiving federal financial assistance), in conjunction with section 508 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794d (created the U.S. Access Board to regulate websites, electronic information and communication technology (EICT) accessibility); Section 255, of the Communications Act of 1934, as amended; 24 CFR Part 8, including sections 8.3 and 8.4; and 36 CFR Part 1194, 36 CFR §§ 1194.1, 1194.2, and Appendices B and C to Part 1194 (accessibility standards for disabled to communication technology); see U.S. Access Board website;
- 2) The California State Department of Rehabilitation maintains an Assistive Technology website with resources for services to achieve compliance with recognized standards for non-discriminatory accessibility.

11. **Relocation, Displacement, and Acquisition**

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

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

The Grantee and any of its Subrecipients and/or Contractors 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:

EXHIBIT D

- A. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- 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 low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

EXHIBIT D

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

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

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

The contractor agrees to submit, and shall require its subcontractors to submit to them, 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 24 CFR Part 75.25(b), as appropriate, to reach the goals set forth in 24 CFR Part 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.

Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

EXHIBIT D

13. Environmental Compliance

- A. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*, as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.
- B. Grantee shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401, *et seq.*
- C. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.
- D. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001). Grantee 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).
- E. Grantee 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. Grantee 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.
- F. Grantee 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

EXHIBIT D

apply to the performance of this agreement. Grantee shall also comply with federal 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.

- G. Grantee 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 Parts 1500 – 1508. The CARES Act provides that CDBG-CDBG funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not execute this Agreement nor receive reimbursement for pre-agreement eligible activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

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 Grantee of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any funds to the project is conditioned on the Grantee's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Grantee will not receive appropriate notice to proceed until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

14. **Procurement**

The Grantee shall comply with the procurement provisions in 2 CFR Part 200.317 – 200.326, Procurement Standards, as well as all other Administrative Requirements for Grants and Cooperative Agreements to state, local and federally recognized Indian tribal governments as set forth in 2 CFR 200, et al, as applicable.

EXHIBIT D

15. Procurement of Recovered Materials

- A. Grantee and the Grantee's contractors shall comply with Section 6002 of the Solid Waste Disposal Act of 1965, 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, 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.
- B. This clause shall apply to items purchased under this Agreement or subsequent contract where:
- 1) the Contractor purchases in excess of \$10,000.00 of the item under this Agreement; or
 - 2) during the preceding federal fiscal year, the Contractor:
 - a) 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
 - b) purchased a total of in excess of \$10,000.00 of the item both under and outside that contract.

16. Contracting and Labor Standards

- A. Grantee shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over \$2,000.00.

EXHIBIT D

- B. Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.
- C. Grantee shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (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. Grantee 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.

17. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.
- C. 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 Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction

EXHIBIT D

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.

- D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.

18. **Contractors and Subrecipients**

- A. Grantee shall comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
- B. Any agreement between the Grantee and any contractor or subrecipient shall include the terms and conditions in Appendix II of 2 CFR 200.
- C. Grantee shall ensure that any contract or subrecipient agreement includes clauses requiring the maintenance of workers' compensation insurance, as applicable, as well as general liability insurance. Contract or subrecipient agreements must require that the Grantee is notified in the event that any required insurance is canceled, expired, or otherwise invalidated during the performance period of the contract or subrecipient agreement.
- D. Grantee shall require that contractors and subrecipients comply with the Drug-Free Workplace Act of 1988.

19. **Requirements for Economic Development Activities**

- A. Public Benefit Standards for Economic Development Activities: Per 24 CFR 570.482 (e) (f), (g) and 570.483(b)(4), the Grantee must comply with federal underwriting standards and must meet the public benefit standards for all CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of public benefit standards is mandatory.

EXHIBIT D

- B. Anti-Job Pirating Certification: Pursuant to 24 CFR 570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

20. **Rights to Inventions Made Under a Contract or Agreement**

Grantee shall comply with and require the following in contracts and subrecipient agreements: 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.

21. **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 additional assistance; or,
- B. Securing 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 or Program Guidelines 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.

22. **Reporting Requirements**

- A. Requirements: During the term of this Agreement, the Grantee must submit all CDBG program reports required by the Department, including quarterly activity, financial, and Program Income reports, semi-annual labor and compliance reports, annual performance reports, and other reports required by the Department or HUD. The Department reserves the right to request additional

EXHIBIT D

detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Grantee's performance under this Agreement will be evaluated in part on whether it has submitted the reports on a timely basis.

- B. Reporting Period: Grantee shall submit reports quarterly, and as required for semi-annual and annual reports, and shall continue to submit reports until such time that the activity is complete, a National Objective has been met and beneficiaries have been identified. The reporting period for this activity may extend beyond the Contract Expiration Date as defined in Exhibit A.
- C. Final Activity and Financial Reporting Deadline: Grantee shall complete by deadlines shown in Exhibit B Section 6 "Grant Closing Requirements".
- D. Asset Reporting: Grantee shall report annually on the status of all assets (real and personal property, equipment, and vehicles) purchased in whole or in part with CDBG funds for no less than five years from the completion of the activity that generated the asset. Reporting shall continue until the property is disposed, fully depreciated, or, in the event of real property, the five-year commitment to a National Objective has been completed.

23. **Fiscal Controls**

Grantee shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Grantee 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 Grantee under this Agreement.

- A. Deposit of Funds: Grantee shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG funds. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of \$100.00 per year (which may be retained for related administrative expenses) must be returned at least quarterly to HUD via the Department. Deposits in minority banks are encouraged.
- B. Fund Management: Grantee shall deposit funds in an account requiring two signatures for disbursement;
- C. Fiscal Liability: Grantee shall be liable for all amounts which are determined to be due by the Department including, but not limited to, disallowed costs which are

EXHIBIT D

the result of Grantee's or its contractor's conduct under this Agreement. Grantee 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.

- D. 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 25 of this Agreement.
- E. Program Income: Any and all Program Income received by Grantee during the administration of this Agreement must be receipted and deposited into a separate Program Income account. Program Income funds may not be comingled with CDBG grant funds in a single account.

24. **Reversion of Assets**

Upon expiration of this Agreement, Grantee shall disencumber any CDBG funds, excluding Program Income, remaining in the contract at the time of expiration. Further, any real property under Grantee's control that was acquired and/or improved in whole or in part with CDBG funds (including CDBG funds provided to the Grantee in the form of a loan and Program Income) in excess of \$25,000.00 shall be either:

- A. Used to meet one of the National Objectives in 24 CFR Part 570 until five (5) years after expiration or closure of this Agreement, the length of time to be further prescribed by mutual agreement of the parties.
- B. Disposed of in such manner that Grantee is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition and/or improvement of such property. The proceeds from such disposition is Program Income.

If the Grantee provides funds for the purchase or improvement of real property to a subrecipient that is a private non-profit organization, that subrecipient must further agree to a voluntary lien on above-referenced real property as to any CDBG funds received and that such lien will be notarized and recorded in the Office of the County Recorder where the real property is located.

EXHIBIT D

25. **Monitoring Requirements**

The Department shall perform a program and/or fiscal monitoring of the CDBG grant no less than once during the thirty-six (36) month expenditure period of this Agreement. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department to maintain program eligibility.

Grantees and applicable subrecipients 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 Grantee that the HCD contract has been closed according to the record retention requirements at 2 CFR 200.333.

Grantees and applicable subrecipients shall permit the State, federal government, the state Bureau of State Audits, the Department, and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

26. **Inspections of Grant Activity**

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.

- A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.
- B. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

27. **Signs**

If the Grantee places signs stating that the 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 project that the Department is a source of financing through the CDBG Program.

EXHIBIT D

28. Insurance

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

EXHIBIT D

Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department.

29. **Anti-Lobbying Certification**

Grantee shall comply with and require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients 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 \$10,000.00 and no more than \$100,000.00 for such failure.

- A. No federally 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.

30. **Conflict of Interest**

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG 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 CDBG assisted activity, or have a financial interest in any contract, subcontract

EXHIBIT D

or agreement with respect to a CDBG assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee 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.

31. **Obligations of Grantee with Respect to Certain Third-Party Relationships**

Grantee 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 Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, 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)].

32. **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 Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

33. **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 thirty (30)-day cancellation clause and the following provisions:
 - 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 - 2) This Agreement 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

EXHIBIT D

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 thirty (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.

California Government 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.

34. **False, Fictitious or Fraudulent Claims:**

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

Detecting, Preventing, and Reporting FRAUD

Fraud is a white-collar crime that has a devastating effect on the CDBG program because the CDBG program beneficiaries are victims of this crime when the CDBG program is abused.

HCD wants to stop any criminal assault on the CDBG program it administers, and in doing so all CDBG funds go to people it was designed to help and improve their living conditions.

Combatting Fraud

EXHIBIT D

The U.S. Department of Housing and Urban Development (HUD) Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations.

HUD cannot combat fraud alone.

HUD relies on HCD and CDBG NOFA applicants to combat CDBG program fraud. HUD also relies on applicants for, and people receiving, HUD benefits, such as tenants receiving rental assistance, borrowers with HUD insured loans, or citizens having their communities restored using HUD grants.

The HUD OIG Hotline number is 1-800-347-3735, this is the primary means to submit allegations of fraud, waste, abuse, mismanagement or Whistleblower related matters for the CDBG program to the Office of Inspector General.

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

You can report mismanagement or violations of law, rules, or regulations by HUD employees or program participants.

Fraud, Waste and Abuse in the CDBG program and its operation may be reported in one of the following four (4) ways:

E-mail to: hotline@hudoig.gov

By Phone: Call toll free: 1-800-347-3735

By Fax: 202-708-4829

By Mail:

Department of Housing & Urban Development.

HUD OIG, Office of Investigation, Room 1200

Field Office

One Sansome Street

San Francisco, CA 94104

[\(213\) 534-2518](tel:(213)534-2518)

HUD OIG, Office of Investigation

Suite 4070

Regional Office

300 North Los Angeles Street

Los Angeles, CA 90012

[\(213\) 534-2518](tel:(213)534-2518)

Program Name: Community Development Block Grant (CDBG)

NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022

Approved Date: 04/20/2023

Prep. Date: 6/2/2023

Activity: County of Plumas Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas

Linked Form Applications

Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas

Linked Form Profile

EXHIBIT E

Award Number

22-CDBG-PL-20040

PO Number

Section I

Activity Category

Planning

Activity (P)

20A State Planning-Only Activities

National Objective (P)

(LMA) Low/Mod Area Benefit

Check this box if the activity is in support of housing

This activity supports housing

Section II

Measure Indicator (P)

Persons Assisted

Choose the measure indicator from the list. Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13.

<https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf>

Number of Beneficiaries

1,910

Please indicate the proposed number of beneficiaries of this activity. ##### LMA - Number of LMI persons in service area that will benefit. ##### LMC - Number of LMI persons that will benefit ##### LMH - Number of households that will benefit ##### LMJ - Number of jobs created/retained

Presumed Benefit Types**Additional Benefit Types**

Section III

Please enter the legal Non-Entitlement Jurisdiction Name as the Organization Name. Example: City of Sacramento.

Organization Name

County of Plumas

Organization Street Address

555

Organization Street Name

Main Street

Organization City

Town of Quincy

Organization State

California

Organization Zip Code

95971-9143

Program Census Location

The Census information in this section will be used for legislative and congressional district tracking. Please use the Census information of your primary facility or the designated address of the responsible organization. If you are doing a LMA activity, you will be asked to provide additional Census information specific to your service area. It is ok if the information is duplicative. #####

Use the HUD LMSI mapping tool located at

<https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd> to gather the required census tract information as identified by the address below. For instructions on using the mapping tool visit: <https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd#####>

Identify the census location data for the administrative entity of this application (if this is a county use the County Administration building, if this is a city use City Hall or an administrative facility).

County Code

063

Census Tract

4

Census Block Group(s)

02, 03

Does this activity occur on more than one Census Tract and Block Group?

No

Are you using an income survey?

No

Low Mod percentage

56.02

Section IV

Please enter a descriptive Activity Title for your application - including your legal jurisdiction name. Example: City of Sacramento Water Treatment Planning.

Activity Title

County of Plumas Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas

Activity Street Address:

555

Activity Street Name:

Main Street

Activity Suite:

Activity City:

Town of Quincy

Activity State:

California

Activity Zip Code:

95971-9143

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

Activity Description

The Dixie Fire began Tuesday, July 13, 2021, and burned nearly 1 million acres of land across five counties: Plumas, Butte, Lassen, Shasta, and Tehama, before it was considered contained October 25, 2021, 103 days later. It is the second largest wildfire in California history after the August Complex Fire.

Funds from this new planning activity application will be used to support a Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas (Plan) inside the 2021 Dixie Fire burn scar (e.g., Canyon Dam, Indian Falls, outlying areas of Chester, and Warner Valley), intended to address the recovery needs of this rural area while also holistically approaching recovery countywide. The Town of Greenville was one of the most heavily impacted areas, with approximately 75% of the Town's structures destroyed by the fire. Greenville's historic Main Street and central business district, and over 500 homes and businesses were destroyed.

The Plan will include the mechanisms necessary to build sufficient infrastructure to address transportation needs, develop social services, foster economic development, and support other community development needs and to implement effective housing planning, housing production, and housing recovery.

The intent of the Plan is to interface with other recovery plans, including economic development recovery plans and any infrastructure recovery plans prepared by Cal OES, FEMA, U.S. Forest Service, Cal Fire, and any other recovery plans deemed necessary by the County, including plans potentially proposed by the Governor's Office of Planning and Research and Caltrans. This planning grant will ensure that recovery planning is fully integrated with these other recovery plans and that all Dixie Fire recovery plans complement one another and, together, are comprehensive throughout the County. This Plan will address identified planning gaps for addressing recovery needs comprehensively.

This planning activity is also intended to support onboarding of sufficient staff and consultants to support the potential use of CDBG Disaster Recovery funds from the 2021 Disaster Recovery allocation identified in Federal Register notice 2022 - 10969 which identifies the County of Plumas as a Most Impacted and Distressed (MID) community. While the 2021 Disaster Recovery Action Plan is still in development, the expectation is that a substantial portion of the available funding will be provided directly to the County to support recovery. Onboarding staff and consultants with expertise in CDBG-DR implementation and related capacities is imperative because CDBG - Disaster Recovery funds operate under a different federal structure with diverging rules and requirements than other state and federal funds. A component of the proposed Plan will be to analyze the capacity gaps and needs for hiring and/or procuring professionals to effectively leverage the CDBG-DR funds with local, state, federal, philanthropic, and other resources.

The community outreach will be completed within 12 months of Standard Agreement Execution, while the Draft Plan will be prepared within 24 months, and the final Plan Rollout will be achieved within 36 months of Standard Agreement Execution.

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

Detailed Scope of Work - Task Narrative

- Task 1 - Prepare Request for Proposal and select consultant(s)
- Task 2 - Conduct Community Outreach
- Task 3 - Complete Draft Recovery Plan
- Task 4 - Produce Disaster Recovery Plan Rollout Strategy and Schedule
- Task 5 - Adopt Final Disaster Recovery Plan
- Task 6 - Closeout

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

EXHIBIT E

Detailed Scope of Work - Deliverable Narrative

- Task 1 - Request for Proposal and Consultant(s) Contract(s)
- Task 2 - Community Outreach Plan
- Task 3 - Draft Recovery Plan
- Task 4 - Disaster Recovery Plan Rollout Strategy and Schedule
- Task 5 - Final Adopted Disaster Recovery Plan
- Task 6 - Closeout documentation

Section V

Certain activities will need more than 30 days after the expenditure deadline to complete beneficiary reporting, for example; reporting for activities that are in support of housing or economic development where it is likely that there will be a time gap between completion of the activity and reportable beneficiaries.

Will you need more than 30 days after the expenditure deadlines to complete your activity reporting?

No

Do you want to add additional optional milestones?

No

If you selected YES, please provide each milestone for the program as well as the anticipated completion date. There are spaces for 10 milestones, however only the first and last are mandatory. The first milestone is the proposed activity start date and the last milestone is the proposed notice of completion or completion date of the activity. Additional milestones are optional. Milestones provided in this section will become part of the Standard Agreement.

Milestone #1

Execute the standard agreement

Milestone #1 must be completed no later than 60 days after execution of the STD 213

Milestone #2

Community Outreach - Completed within 12 months of Standard Agreement Execution

Milestone #3

Draft Plan - Completed within 24 months of Standard Agreement Execution

Milestone #4

Disaster Plan Rollout - Completed within 36 months of Standard Agreement Execution

Confirmation of Closeout - Milestone #10

Complete the closeout process

Milestone #10 must be completed no later than 90 days after confirmation of closeout

Readiness Criteria

EXHIBIT E

Planning Statement of Need and Proposed Outcome

Beginning in July 2021, the largest single wildfire in recorded California history tore through 963,000 in rural northern California. It burned for three months, and destroyed the Town of Greenville, as well as a handful of smaller census designated places in the surrounding area. Impacts have been felt across the region, even in communities where structural damage was minimal, with substantial impacts to the timber and tourism industries that are the lifeblood of the regional economy.

Based on US 2020 Census data, Greenville and its surrounding rural census blocks had the highest levels socio-economic vulnerability of any of the communities in the Dixie Fire burn scar, pre-fire. It's population as of 2020 was 1,026 with a median age of 51.2 with 16.1% being veterans. The median household income was \$32,344 compared to the state average of \$78,672. There were approximately 595 housing units with 69.8% homeowners. Approximately 34.7% of renters were paying less than \$500 rent while 65.9% were paying between \$500 and \$999. A large number, 24.6% have some type of disability with the largest percentage having ambulatory issues. All this to say that without serious and deliberate planning Greenville and the surrounding rural areas will be hard pressed to build back both for homeowners as well as meeting the needs of the rental population.

Greenville was a hub for the rural northern-central part of Plumas County and was home to many small businesses and workers. Most of the community members who lived in Greenville, or the surrounding area are unable to return because there are virtually no services, facilities, or infrastructure left, for example, no housing, few businesses, no operational banks, and compromised internet.

The success of Greenville and its surrounding area is critical to the recovery of the entire County. Without a Plan for recovery that hones-in on the needs of this geography and the affected area, the County population will not be able to return and the delay to recovery in these communities will be significant and negatively impact the economic resiliency of this rural region.

Recognizing that only \$14.7 million is available under the Federal Register Notice 2022 – 10969 in response to the Dixie fire, the unmet need is expected to be substantially higher than the money made available. To ensure that the communities of Greenville and the rest of the disaster impacted areas of the County have their recovery needs met, it is going to be exceptionally important that every CDBG and CDBG-DR dollar be leveraged with other funding sources: It must future annual CDBG dollars, potential CalHome dollars, MHP, Caltrans, Cal OES, Cal Fire, US Forest Service, and other funding opportunities. The CDBG planning grant funding for the Greenville area as part of the comprehensive Plumas County Disaster Recovery Plan is intended to support funding endeavors to bridge the recovery funding gap and allow the County to identify and start building the capacity necessary to operate in this complex funding environment and bring on the diverse professionals, consultants, and/or staff to effectively administer all aspects of disaster recovery.

The Need Statement presents facts and evidence to support the need for your planning activity. An effective need statement will describe the target populations to be served, define the community problem to be addressed, is related to the purposes and goals of your organization, includes quantitative and qualitative documentation and supporting information, does not make any unsupported assumptions, and describes the situation in terms that are both factual and of human interest.

Planning Statement of Need Documentation

Third party assessment of need, Published documentation of need

Upload documentation of Need and Proposed Outcomes

2022_0517-Dixie-Fire-Recovery_Phase 0 Report.pdf

Upload documentation of Need and Proposed Outcomes

SocialSafetyNet_plumas-needs-assessment-v.4.pdf

Upload documentation of Need and Proposed Outcomes

Behavioral Health KIIT_HUD Site Visit DR-4610 Briefing Packet.docx.pdf

Provide a detailed description of the population that will benefit from the implementation of the provide and how that population meets a national objective. Description should include if the population is a protected class, presumed benefit, or has some other shared characteristic, has been impacted by a disaster, is vulnerable due to environmental, economic, or community factors, or has other special characteristics.

EXHIBIT E

Describe the population that will benefit

This planning effort is designed to ensure that the recovery of Greenville and its surrounding area is based in the needs of the local families, local businesses, and low-income households most drastically impacted by the fires and who will depend most on an inclusive approach to recover for their ongoing economic and social well-being.

Greenville's most vulnerable community members are the elderly, veterans, and tribal members. These populations are wanting to rebuild homes and businesses. The Plan and community outreach process will bring in underserved and vulnerable populations to understand needs and priorities, for example, engaging with the Maidu communities throughout Greenville/Indian Valley. The devastating loss of the Greenville Rancheria's medical and dental facility as well as their educational building, along with housing loss, will lend an opportunity to bring the Maidu community front and center in the recovery Plan process for the future of the town of Greenville.

Provide a narrative describing your planned community outreach for this planning activity.

Community outreach will be built into the planning effort and will build on considerable efforts to date conducted by the Dixie Fire Collaborative. Once the consultant(s) is procured, a key component of the work plan will be to review all previously submitted community input, evaluate stakeholder engagement to date, identify gaps, and create a community engagement plan that is woven into the larger Disaster Recovery Plan. The objective is to engage Greenville and surrounding fire-impacted areas through, for example, community workshops, listening sessions, targeted population group meetings and implement "block captains" to better understand neighborhood level needs and priorities. Public engagement surrounding a recovery Plan after a catastrophe builds hope, trust, and confidence in government, relationships, new leaders, and opportunities to improve long-standing community challenges. To capture these benefits throughout the process, the public engagement rollout of the Plan must be both deliberate and strategic.

Please include a narrative describing your staff and/or contractor/subrecipient expertise:

The County of Plumas has an experienced Planning Director, Tracey Ferguson, AICP, who has over 21 years of experience in private and public sector leadership specializing in land use planning, disaster recovery planning, preparation of general and specific plans, housing, water resources, airport land use compatibility planning, risk management, CEQA, entitlement coordination, and permit processing.

Director Ferguson has been integrally involved in the recovery efforts of the County following the Dixie Fire, for example, from preparing the necessary housing and debris urgency ordinances with County Counsel for adoption by the Board of Supervisors, to approving Zoning Clearance Certificates for disaster recovery uses, working with state and federal partners to permit temporary emergency structures, and serving as the County-lead on the Greenville historic buildings preservation mission. Director Ferguson has also led the long-term recovery efforts to-date with a working group made up of County, State, and Federal governmental staff; non-governmental stakeholders; and the Dixie Fire Collaborative.

Plumas County is the recipient of a FEMA long-term recovery disaster planner (Disaster Recovery Manager) who will be responsible for grant coordination, managing consultant contracts, Plan preparation, and community engagement related to the recovery effort.

To prepare this Plan, the County of Plumas will procure consultant(s) with experience in community engagement, grants management including cross-cutting federal regulatory compliance, environmental review, and project management.

Attached are the resumes and duty statements for the Planning Director and the Disaster Recovery Manager, a flow chart for the core team members and anticipated contractors, as well as a high-level organizational chart, organized by Recovery Support Function, for the additional recovery partners such as the state and federal government, Dixie Fire Collaborative, and community organizations.

Provide documentation of your planning team qualifications.

Duty Statements/Resumes

DutyStatements_Resumes_Plumas.pdf

Activity Flow Chart

PLUMAS COUNTY_ORG CHART.pdf

Organization Flow Chart

DFC_COUNTY_STATE FED_ORG CHART.pdf

EXHIBIT E

Indicate the number of grants managed in the last 48 months

4 or more grants

List the grants managed in the last 48 months.

1. California Office of Emergency Services, Plumas County Local Hazard Mitigation Plan (LHMP) - \$73,971 (complete)
2. California Homeless Coordination and Financing Council, Homeless Housing COVID-19 Emergency Homelessness Funding (SB 89) - \$10,000 (complete)
3. California Department of Water Resources Disadvantaged Community Involvement (DACI) Grant Program, Mountain Counties Funding Area - small and local water systems analysis \$45,000 (complete)
4. State Department of Housing and Community Development SB 2 Planning Grants Program Implementation - pre-approved construction document sets \$160,000 (not started)
5. State Department of Housing and Community Development LEAP (Local Early Action Planning Grant) Local Government Planning Support Grant Program - \$65,000 (kick off winter 2022)
6. State Department of Housing and Community Development REAP (Regional Early Action Planning Grant) Local Government Planning Support Grant Program - pre-development costs for affordable housing project \$121,517 (kick off fall 2022)
7. California Homeless Coordination and Financing Council, Homeless Housing, Assistance and Prevention Grant (HHAP Round 1) - rapid re-housing and operating subsidies for transitional housing \$50,201.53 (kick off summer 2022)
8. California Homeless Coordination and Financing Council, Homeless Housing, Assistance and Prevention Grant (HHAP Round 2) - rapid re-housing and operating subsidies for transitional housing \$22,949.00 (kick off summer 2022)
9. California Department of Water Resources Sustainable Groundwater Management Grant - \$2,000,000 (will be complete fall 2022)
10. California Department of Water Resources Upper Feather River Integrated Regional Water Management Region Proposition 1 Round 1 Implementation Grant - construction projects for water sustainability and reliability \$1,002,536 (in process)
11. California Fire Safe Council, County Coordinator Program, CAL FIRE - \$175,000 (in process)
12. California Microbusiness COVID-19 Relief Grant Program, California Office of Small Business Advocate - \$22,500 (completed summer 2022)
13. CDBG Cares Act CV-1 (Public Health Senior Nutrition Program) - \$81,532 (in process to be complete by end of 2022)
14. CDBG Cares Act CV-2 (PCIRC Dragonfly Café) and CV-3 (Small Business Assistance) - \$673,462 (in process CV-2 to be complete 2022 and CV-3 into 2023)

Provide a narrative listing your partners and collaborators

The County department staff will partner with the approved procured consultant firm (unknown at this time) to prepare the plan. In addition, the County's Planning Director will collaborate with the hired firm, community members, long-term wildfire disaster recovery group (e.g., Dixie Fire Collaborative - other partner), and Board of Supervisors on the final plan. A sample RFP for procurement of a consultant(s) is included.

List of collaborators/partners

Non-Profit service providers, Other partner (describe in narrative and specify that it is "Other partner")

For documentation please upload adopted Memorandum of Understanding, Agreements, Contracts, Resolutions, Board Motions, or other formally approved documentation showing that the governing bodies of the different partner agencies have acknowledged the partnership/collaboration and are engaged in the effort. A signed letter of partnership/collaboration is NOT sufficient evidence of partnership unless it is signed by all parties in the collaboration/partnership, and has been recognized by the governing body of the responsible organization.

Partners/Collaborators Supporting Documentation

Purpose Statement of the Dixie Fire Collaborative.pdf

Partners/Collaborators Supporting Documentation

SampleRFP_Recovery_Plan_Consultant_DRAFT.pdf

Partners/Collaborators Supporting Documentation

PlumasCounty_Census_Tract 4_Block 2_Block 3.pdf

Partners/Collaborators Supporting Documentation

Partners/Collaborators Supporting Documentation**Partners/Collaborators Supporting Documentation****Do you have a signed agreement with a contractor/subrecipient?**

Planning application - procurement in process

The Subrecipient Agreements must meet the requirements of 24 CFR §570.503:

<https://www.law.cornell.edu/cfr/text/24/570.503> Contracts must be in compliance with 2 CFR §§200.317-200.326.: <https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rqn=div7> Contracts should include language required in Appendix 2 of 2 CFR 200:
https://www.law.cornell.edu/cfr/text/2/appendix-II%20part_200

Have you enacted limitations on residential construction other than establishing agricultural preserves or limitations based on health and safety needs?

No

Applicant must be in compliance with HSC §25395.99 <https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-25395-99.html>. For more information about Land-Use Controls please visit <https://www.hcd.ca.gov/community-development/building-blocks/constraints/land-use-controls.shtml>.

View Budget Worksheet

View Application Goals

Original Submission Date (for re-submissions)

Threshold Criteria**Can you confirm that the funding requested is gap funding?**

Yes

Upload proof of certification

Additional proof of certification