

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
ADMINISTRATION AND MANAGEMENT DIVISION**

**Business and Contract Services Branch**

651 Bannan Street, Suite 400  
Sacramento, CA 95811  
(916) 263-6928 / FAX (916) 263-6917  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



Jim Goodwin  
Town Manager  
Town of Paradise  
5555 Skyway  
Paradise, CA 95969

Dear Jim Goodwin:

**RE: Paradise RISE Center  
Contract No.: 18-DRWD-23001**

Congratulations on your 18-DRWD award. You have received your Standard Agreement, Exhibits A through G, in the Grants Network System:

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

**STD 213 – Cover page**

**Exhibit A – Authority, Purpose, and Scope of Work**

**Exhibit B – Budget Detail and Payment Provisions**

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

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

**Exhibit D – CDBG-DR Workforce Development Program Terms and Conditions**

**Exhibit E – Special Conditions**

**Exhibit F – Detailed Scope of Work, Budget, and Application**

**Exhibit G – Subrecipient Profile**

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

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

2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title, and date, using blue ink**, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.
3. Print and upload the signed STD 213 into the Grants Network System **within 15 days from the date of this letter.**
4. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
5. Maintain a complete electronic version of the STD 213 and Exhibits A through E for your pending file. **Note: The Standard Agreement is not effective until it is signed by the Awardee's designated official and the Department.**

**The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 15-day period.**

Please contact Jennifer Carnemolla, Program Manager, Disaster Recovery Section, at (916) 820-1472 or [jennifer.carnemolla@hcd.ca.gov](mailto:jennifer.carnemolla@hcd.ca.gov), if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

Contracts Analyst  
Business and Contract Services Branch  
Enclosure(s)

**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

18-DRWD-23001

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

Town of Paradise

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

6/30/2026

3. The maximum amount of this Agreement is:

\$17,868,376.00

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

| Exhibits         | Title  | Pages    |
|------------------|--|----------|
| Exhibit A        | Authority, Purpose, and Scope                              | 7        |
| Exhibit B        | Budget and Payment Provisions                              | 6        |
| Exhibit C*       | State of California General Terms and Conditions           | GTC 4/17 |
| +<br>- Exhibit D | CDBG-DR Workforce Development Program Terms and Conditions | 31       |
| +<br>- Exhibit E | Special Terms and Conditions                               | 5        |
| +<br>- Exhibit F | Detailed Scope of Work, Budget, and Application            | 41       |
| +<br>- Exhibit G | Subrecipient Profile                                       | 3        |

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.)

Town of Paradise

CONTRACTOR BUSINESS ADDRESS

5555 Skyway Rd.

CITY

Paradise

STATE

CA

ZIP

95969

PRINTED NAME OF PERSON SIGNING

Jim Goodwin

TITLE

Town Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

9/26/2024

**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

|  |   |
|--|---|
| AGREEMENT NUMBER<br><b>18-DRWD-23001</b> | PURCHASING AUTHORITY NUMBER (If Applicable) |
|--|---|

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon St., Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

## EXHIBIT A

### AUTHORITY, PURPOSE, AND SCOPE OF WORK

#### 1. Authority & Purpose

The California Department of Housing and Community Development (hereinafter “Department”) is the lead and responsible entity for administering the Community Development Block Grant – Disaster Recovery Workforce Development Program (hereinafter “DR-Workforce”) funds appropriated under Public Laws 115-254 and 116-20 and allocated to the State of California by the U.S. Department of Housing and Urban Development (hereinafter “HUD”). Community Development Block Grant – Disaster Recovery (hereinafter “CDBG-DR”) is used by the State of California to support recovery efforts in areas impacted by the Federal Emergency Management Agency’s Major Disaster Declarations DR-4407 and DR-4382. DR-Workforce programs are funded by CDBG-DR to address the need for skilled trades and specialized training and increase economic opportunities for low- to moderate-income persons.

#### 2. Scope of Agreement

##### A. Grant Funds

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

This Agreement governs the Subrecipient Award and each individual Program thereafter proposed by the Subrecipient and approved by the Department (each an “Approved Activity”, and collectively the “Approved Activities”), the budget for each of which is to constitute some portion of the Subrecipient Award. The cumulative total amount of all Approved Activities for DR-Workforce funding shall not exceed the total amount of the Subrecipient Award.

##### B. Implementation of Agreement

By entering into this Agreement and thereby accepting the Award of grant funds, the Subrecipient agrees to comply with and implement this Agreement

## EXHIBIT A

in a manner satisfactory to the Department and HUD and consistent with all applicable laws, regulations, policies and procedures that may be required as a condition of the Department providing the grant funds, including but not limited to, all applicable DR-Workforce Administration and Compliance requirements set forth by this Agreement, and in accordance with the NOFA Application (hereinafter "Application") documentation previously provided by the Subrecipient, attached to Exhibit F, and made a part hereof. The Department's providing of grant funds under this Agreement is specifically conditioned on Subrecipient's compliance with this provision and all terms and conditions of this Agreement, the most recently published version of the Department's [State CDBG-DR Action Plan for 2018 Disasters](#) and [Program Policies and Procedures](#), and any amendments thereto, all applicable Federal Register notices (including future Federal Notices), and the requirements of the authorities cited above, as all of the same may be amended from time to time.

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

### 3. Subrecipient Scope of Work

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

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

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

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

## EXHIBIT A

- B. Approved Activities must meet a CDBG-DR National Objective. DR-Workforce programs, as defined in the DR-Workforce Policies and Procedures Manual shall meet the following CDBG-DR National Objectives:
- 1) Benefit to Low/Moderate Income Persons
- C. Subrecipient shall meet all project milestones, project-specific special conditions, budgetary and otherwise, and other requirements, as set forth in this Standard Agreement.
- D. Subrecipient shall comply with all Project closeout procedures, timely and accurately, including responding to the Department's requests for additional information in support of Project closeout.
- E. Subrecipient shall submit requests for reimbursement (Financial Reports) to the Department no less frequently than quarterly and no more frequently than monthly with end-of-quarter reimbursement requests being due to the Department by the 10th calendar day of the month following the end of the preceding quarter. The Department may require monthly requests for reimbursement. For purposes of this provision, the first full month following the effective date of this Agreement shall constitute the first month of the first quarter. Subrecipient shall submit Financial Reports consistent with the other provisions outlined in this Agreement.
- F. Subrecipient shall collect data and submit reports to the Department in accordance with the reporting requirements detailed in Section 24 of Exhibit D herein.
- G. The Subrecipient shall monitor all Approved Activities in accordance with the requirements of the Subrecipient Monitoring Responsibilities outlined in the DR-Workforce Development Policies and Procedures Manual.

#### 4. Effective Date and Commencement of Work

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

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

## EXHIBIT A

Additionally, for public facility-related activities, proof of the recorded DR-Workforce Use Restriction, as required by federal regulation, must be submitted to, and accepted by the Department at close of acquisition and/or prior to the start of construction, when such activities are applicable to an approved training program. If an Application is approved that includes both acquisition and construction, the deed restriction must be recorded at close of acquisition.

### 5. Term of Agreement and Performance Milestones

- A. Term of Agreement: With the exception of the activities and costs allowed during DR-Workforce grant closeout period as set forth in Exhibit B, Section 9, the Subrecipient shall complete the Work activities and incur all project Activity Costs (does not include Activity Delivery Costs which are due 45 after the expenditure deadline, see Exhibit B Section 6.B. for more details) on or before the Expenditure Deadline. Time is of the essence to ensure complete and compliant Approved Activities before grant closeout.

The Expenditure Deadline for Activity funding is 01/31/2026, unless expressly extended by the Department in writing and in its sole and absolute discretion and subject to any federal or state limitations with respect thereto.

All grant funds including, Activity Delivery, must be expended by the Agreement expiration date.

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

- B. Performance Milestones: Subrecipient shall adhere to the performance milestones below. Time is of the essence with respect to all such milestones.
- 1) For the Public Facilities eligible activity only, Subrecipient must commence the Environmental Record Review (“ERR”) process within one (1) month from effective date of this agreement with HCD.
  - 2) For the Public Facilities eligible activity only, Subrecipient must successfully complete Acquisition or lease within two (2) months from ERR clearance.
  - 3) For the Public Facilities eligible activity only, Subrecipient must begin to incur Construction costs (soft cost are sufficient), within two (2) months from ERR clearance or, if applicable, from Acquisition/Lease completion.
  - 4) Subrecipient must commence approved training classes and supportive services three (3) months from ERR clearance or



**EXHIBIT A**

construction/acquisition complete; but must begin serving Beneficiaries by December 31, 2025.

- 5) Subrecipient must meet the project-specific milestones outlined in the Subrecipient's schedule set forth in Exhibit F.
- 6) Subrecipient must expend fifty percent (50%) of the funds authorized in this Agreement at least six (6) months prior to the Expenditure Deadline. Proof of meeting this milestone must be provided in the Financial Report submitted no later than five (5) months from the Expenditure Deadline. For example, if an expenditure deadline is December 31<sup>st</sup>, then fifty percent (50%) requirement must be reached ten (10) months before that, which is end of February earlier that year and a Financial Report showing proof is due in the next month's March Financial Report.
- 7) Subrecipient must serve fifty percent (50%) of its Beneficiaries identified in Exhibit F no later than six (6) months prior to the Expenditure Deadline. Proof of meeting this milestone must be provided in the Monthly Activity Report submitted no later than five (5) months from the Expenditure Deadline. For example, if an expenditure deadline is December 31<sup>st</sup>, then fifty percent (50%) requirement must be reached 6 months before that date, which is June 30<sup>th</sup> earlier that year, and a Monthly Activity Report showing proof is due in next month's July Monthly Activity Report.
- 8) Subrecipient must serve one hundred percent (100%) of its Beneficiaries identified in Exhibit F prior to the Expenditure Deadline. The Department may allow up to a ten percent (10%) variance, if, in the sole discretion of the Department, it determines that the Subrecipient has demonstrated, for reasons beyond Subrecipient's reasonable control, they were not able to timely meet this requirement.
- 9) Expenditure of all DR-Workforce Activity Funds (excluding eligible Activity Delivery costs for close-out) by the Expenditure Deadline. If Subrecipient fails to fully expend DR-Workforce activity funds by the Expenditure Deadline, the Department reserves the right to disencumber the Subrecipient's Award amount in this Agreement by the amount then unspent.
- 10) For Public Facility activities, recordation of the 5-Year no change of use restriction.
- 11) Failure to meet performance milestones:

**EXHIBIT A**

- a) If any performance milestones listed above are not met or not on target to be met, in addition to any other rights and remedies it has hereunder, the Department reserves the right to withhold further payments to Subrecipient (including, but not limited to, reimbursements for Activity Delivery costs) until such time as satisfactory progress is made toward meeting the performance measures.
  - b) The Department has full discretion to determine if the Subrecipient is on target to meet the Expenditure Deadline. Subrecipient shall diligently work with the Department's DR-Workforce staff to promptly submit to the Department:
    - i. a written mitigation plan specifying the reason(s) for the delay;
    - ii. the actions to be taken to complete the task that is the subject of the missed measure deadline; and
    - iii. the date by which the completion of said task will occur.
- 12) The Department, in its sole and absolute discretion, reserves the right to reallocate unspent grant funds from this contract if the Department determines the Subrecipient is unable to meet the performance milestones in a timely manner following the failure to meet said milestones. The Department reserves all rights and remedies available to it in case of a default by Subrecipient of its responsibilities and obligations under the terms of this Agreement. All remedies available to the Department are cumulative and not exclusive.

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

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

6. DR Workforce Development Program Contract Management

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

**EXHIBIT A**

CA Department of Housing and Community Development  
Division of Financial Assistance – DR-Workforce Development Program  
Attn: Contract Manager  
P.O. Box 952054  
Sacramento, CA 94252-2054 or,  
electronic mail at: [DRWorkforce@hcd.ca.gov](mailto:DRWorkforce@hcd.ca.gov)

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

## EXHIBIT B

### BUDGET AND PAYMENT PROVISIONS

1. Budget

All approved budget amounts are specified by line item in Exhibit F, section 3, Budget Worksheet.

2. Cost Classification

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

3. Other Funding Sources

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

4. Availability of Funds

- A. The Department's provision of funding to Subrecipient pursuant to this Agreement is contingent on the availability of DR-Workforce funds subject to the requirements that Subrecipients spend eighty percent (80%) of program funds to benefit the MID and must meet the requirement of eighty five percent (85%) of grant-wide funds for LMI benefit, but should strive for one hundred percent (100%), and continued federal and state authorization for DR-Workforce activities. All funding hereunder is subject to amendment or termination due to lack of funds or authorization. Requirements for MID and LMI benefit can be found in greater detail in DR-Workforce published Policies and Procedures.
- B. The Department shall be relieved of any obligation for reimbursing the Subrecipient if funds allocated to the State by HUD cease to be available for any reason or there is any limitation on, or withdrawal of, the Department's authority to administer the CDBG-DR program or any portion thereof.

5. Expenditure of Funds

- A. Activity Costs

## EXHIBIT B

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

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

### B. Priority of Funds

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

### C. Withholding Funds

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

### D. Disencumbering of Surplus Funds

Notwithstanding the terms in Exhibit A Section 5.B.9, the Subrecipient agrees that funds determined by the Department to be surplus upon completion of the Approved Activity, or that have not been spent on eligible costs prior to the Expenditure Deadline, will be subject to disencumbrance by the Department.

### E. Indirect Costs

The Department will consider reimbursement of indirect cost expenditures from Subrecipients that have an approved Indirect Cost Rate Proposal from the Department, HUD, or other cognizant federal agency. If Subrecipient does not have an approved Indirect Cost Rate Proposal, Subrecipient may utilize the de minimis rate of ten percent (10%) of modified total direct costs (MTDC) which may be used indefinitely or until the Subrecipient chooses to negotiate for a new rate based on an indirect cost proposal. prior to submission of Financial Reports for reimbursement of indirect cost expenditures. Procedures for establishing an

## EXHIBIT B

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

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

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

### G. Grant Administration

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

## 6. Method of Payment

Payments will be made directly to the Subrecipient as reimbursements for Eligible Activity Costs based on the documented and satisfactory completion of agreed upon performance milestones detailed in Subrecipient Scope of Work as indicated in Exhibit A, and confirmation of Subrecipient's compliance with the terms of this Agreement. No funds will be advanced to the Subrecipient by the Department.

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

### A. Reimbursements for Costs Incurred

- 1) The Subrecipient may use grant funds for reimbursement by the Department for Eligible Activity Cost as defined herein and used for Approved Activities. Eligible Activity Costs include costs associated with program implementation, delivery, and completion.
- 2) Activity Delivery Costs expenditures shall be paid only after such costs are expended for approved Work satisfactorily completed, provided the

## EXHIBIT B

Department determines that the Program Performance Milestones in this Agreement are on track.

- 3) To receive reimbursement for Approved Activities, the Subrecipient must timely submit all required Department forms and necessary supporting documentation via Grants Network. Financial Reports must include the level of documentation specified by the Department in the Department's Grant Administration Manual located on the Department's website, in order to be reviewed and processed.

### B. Final Financial Reports

- 1) The Final Financial Report for the Subrecipient Award must be submitted to the Department no later than forty-five (45) days after the Expenditure Deadline of this Agreement.
- 2) If the Final Financial Report for funds expended during the term of this Agreement has not been received by the Department by the deadline cited in Section 6.B.1 of this Exhibit, the Department may disencumber any funds remaining in which case grant funds will no longer be available to the Subrecipient.

### 7. Recapture of Funds

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

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

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

### 8. Program Budget Revisions and Amendments

## EXHIBIT B

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

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

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

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

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

### 9. Approved Activity Closeout Procedures

A. Once the Approved Activity is completed, the Subrecipient must submit the following to the Department within ninety (90) days after the Expenditure Deadline.

- 1) Per Section 6.B of this Exhibit, the Final Activity Report (Project Completion Report) shall be submitted no later than forty-five (45) days following the Expenditure Deadline. The Final Activity Report must include all required reporting data for the Activity including but not limited to eligible activities, costs, beneficiaries, and National Objective;
- 2) If applicable, a copy of the produced plan;
- 3) If applicable, Final Labor Standards Report as described in Exhibit



## EXHIBIT B

D(18)(A) herein;

- 4) Signed Closeout Memo asserting all conditions have been met;
- 5) Evidence, satisfactory to the Department, of compliance with any other Special Conditions of this Agreement; and
- 6) A resolution from the governing body of the Subrecipient acknowledging the accomplishments of the Approved Activity and confirming that the Approved Activity is complete and that all Financial Reports have been submitted.

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

### 10. Document Retention Policy

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

## EXHIBIT D

### CDBG-DR WORKFORCE DEVELOPMENT PROGRAM TERMS AND CONDITIONS

#### 1. Definitions

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

Activity Delivery Costs (ADCs) - means related allowable, reasonable, and necessary costs incurred for implementing and carrying out the eligible DR- Workforce Program. See the DR-Workforce Policies and Procedures Manual about how ADCs are uniquely defined in public service Activities, like workforce training programs.

Activity Reports – Monthly reports submitted by the Subrecipient that describe Program and Activity progress and/or beneficiaries served during a given reporting period. Activity Reports must be submitted by the 10<sup>th</sup> of each month.

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

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

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

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

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

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

## EXHIBIT D

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

Eligible Activity Costs— Those necessary and reasonable costs under 2 CFR 200.400 through 475, and applicable notices and waivers, and as identified in Section 4.9 of the DR-Workforce Policies and Procedures Manual, and as approved by the Department. Eligible Activity Costs do not include any costs which are disallowed or otherwise deemed ineligible by the State of California and/or HUD.

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

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

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

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

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

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

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

Standard Agreement (“Agreement”) – The contractual arrangement between the Department and the Subrecipient which sets forth the terms and conditions by which

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DR-Workforce funds must be utilized with regards to Approved Programs.

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

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

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

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

### 2. National Objectives

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

- Benefit to low-and moderate-income persons (LMI)

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

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

Subrecipient must use the Limited Clientele (LMC) methodology to meet the LMI National Objective. This is done by collecting household income information from each

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beneficiary served by Subrecipient's DR-Workforce funded program to determine and verify whether the person's household is classified as low- to moderate-income person. HUD releases the requirements for low- to moderate- income categories on an annual basis on the HUD Exchange website at:  
(<https://www.hudexchange.info/resource/5334/cdbg-income-limits/>).

Subrecipient must serve a minimum amount of low- to moderate- income persons as a result of their program, and Subrecipient's specific target percentage of low- to moderate- income persons served is contained in the Policies and Procedures.

### 3. Duplication of Benefits

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

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

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

### 4. Remedies and Termination for Noncompliance

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

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.
- 2) Disallow all or part of the cost of the action not in compliance.
- 3) Wholly or partly suspend or terminate the Subrecipient's grant funds.

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- 4) Withhold further and/or future awards for CDBG-DR funds and/or any other funds administered by the Department.
- 5) Request that the Federal Awarding Agency initiate suspension or debarment proceedings.
- 6) Take other remedies that may be legally available, such as:

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

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

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

- B. Effects of Suspension and Termination. Subrecipient costs resulting from obligations incurred by the Subrecipient or any of the Subrecipient's contractors during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in a written notice or as allowable in 2 CFR 200.343. The enforcement remedies identified in this Section do not preclude a Subrecipient or any of the Subrecipient's contractors from being subject to 2 CFR Part 2424. CDBG-DR funds may not be provided to excluded or disqualified persons pursuant to 24 CFR 570.489(l) and 2 CFR 200.339.
- C. Termination for Noncompliance: Grant funds provided by this Agreement may be terminated in whole or in part as per federal regulation at 2 CFR 200.340 by HUD or by the Department if Subrecipient fails to comply with the terms and conditions of the Agreement that include the terms and conditions of the federal award. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.341.
- D. Termination Without Cause: This Agreement may be terminated by the Department in whole or in part at any time without cause only with the consent of the Subrecipient. In the case of a termination of the whole Agreement, the parties

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shall agree upon termination conditions, including the effective date. In the case of a partial termination, the parties shall agree upon termination conditions, including the portion to be terminated and the effective date.

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

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

5. Appeals Process for Noncompliance: If Subrecipient disagrees with a finding and/or corrective action and/or sanction of noncompliance and/or any accompanying remedy and/or termination that are associated with such issue, the Subrecipient may appeal the disputed issue to the Department no later than thirty (30) calendar days from the date of the Department's issuance of the disputed decision. All appeals must be carried out in accordance with the Department's Monitoring Plan, Exhibit 16, "Appeal Process". The Monitoring Plan is posted on HCD's website here: [Disaster Grant Administration & Reporting | California Department of Housing and Community Development](#)
6. Severability
- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity may not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Subrecipient shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.
7. Waivers

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce, at any time, the provisions

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

### 8. Uniform Administrative Requirements

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

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

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

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



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Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### 10. Authority to Impose Additional Special Conditions

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

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

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

### 11. Equal Opportunity Requirements and Responsibilities

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

- A. Title VI of the Civil Rights Act of 1964: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination

## EXHIBIT D

- based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
- B. Title VII of the Civil Rights Act of 1968 (The Fair Housing Act): This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
  - C. Restoration Act of 1987: This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
  - D. Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]: This Section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
  - E. The Fair Housing Amendment Act of 1988: This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
  - F. The Age Discrimination Act of 1975: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
  - G. Section 504 of the Rehabilitation Act of 1973: It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
  - H. The Americans with Disabilities Act of 1990 (ADA): This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations.

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The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

- I. Executive Order 11063: This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
- J. Executive Order 12259: This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- K. The Equal Employment Opportunity Act: This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- L. The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978: This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal, and referral. It is designed to assist employers, labor organizations, employment agencies, licensing, and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
- M. The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002): This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- N. Executive Order 11246: This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

### 12. Relocation, Displacement, and Acquisition

The Subrecipient shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations

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adopted to implement the Act in 24 CFR Part 42, 49 CFR Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 as they apply to the performance of this Agreement.

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

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

- 1) **Employment and Training:** Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- 2) **Contracting:** Notifying potential contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of \$100,000 as required at 24 CFR 75.27.

#### Section 3 Clause

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

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

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments

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under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

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

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

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

### 14. Environmental Compliance

- A. The Subrecipient shall comply with the California Environmental Quality Act (CEQA) requirements as they apply to this Activity.
- B. The Subrecipient shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all regulations and guidelines issued thereunder.
- C. The Subrecipient shall comply with the requirements of the Clean Air Act, 42 U.S.C. 1857, *et seq.*, as amended.
- D. The Subrecipient shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Parts 15 and 50, as amended.
- E. The Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- F. The Subrecipient shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-

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Based Paint Poisoning Prevention Act of 1971. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.

- G. The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. The Subrecipient shall also comply with Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
- H. Subrecipient shall comply with all National Environmental Policy Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR 1500 – 1508. Subrecipient shall not receive authority to incur activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

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

### 15. Procurement

The Subrecipient shall comply with the procurement provisions in 2 CFR Part 200.318 –

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200.326, Procurement Standards as well as all other Administrative Requirements for Subrecipient and Cooperative Agreements to State, local and federally recognized Indian tribal governments as set forth in 2 CFR 200, et seq., as applicable. All procurements must be conducted in a fair, open, and competitive manner in compliance with both the spirit and the letter of applicable federal laws. See the Procurement and Contracts section of HCD's website at [Disaster Grant Administration & Reporting | California Department of Housing and Community Development](#)

### 16. Procurement of Recovered Materials

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

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

### 17. Construction Standards

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

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

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

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



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

### Sustainability Requirements

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

### National Floodplain Elevation Standards

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

### Wildland-Urban Interface Building Codes (WUI Codes)

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

## 18. Federal Labor Standards Provisions

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

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

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improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.

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

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

### 19. State Prevailing Wages

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

### 20. Agreements with Contractors

## EXHIBIT D

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

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

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

- C. Contractors shall:

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

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

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

## EXHIBIT D

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

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

### 21. Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

## EXHIBIT D

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

### 23. Prohibition Against Payments of Bonus or Commission

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

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

### 24. Reporting Requirements

- A. Subrecipient must timely submit the reports prescribed below. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, in the formats provided by the Department, and via the Department's online Grants Network portal unless otherwise specified at the discretion of the Department. The Subrecipient's performance under this Agreement will be assessed based in part on whether it has submitted the reports on a timely basis.
  - 1) Monthly Activity Report: Subrecipient must submit a Monthly Activity Report which shall contain the following: (1) a description of the current status of the Work; (2) a description of activities to be undertaken in the

## EXHIBIT D

next reporting period, if the Department requests this; (3) a description of problems or delays encountered in Work and course of action taken to address them, if applicable; (4) performance metrics as requested by the Department and dependent on the type of Activity and (5) a summary of the Work's fiscal status, including award amount, funds drawn, and remaining balance. (6) A summary of all Section 3 training opportunities or jobs provided, as applicable for covered projects.

Unless otherwise waived in writing by the Department, Monthly Activity Reports must begin on the 10<sup>th</sup> calendar day of the month following one full month of time of performance following execution of this Agreement and must continue through the receipt and approval by the Department of the Activity Completion Report, detailed below.

- 2) Semi-Annual Labor Standards Report: During the term of construction for each Approved Activity, each April 1<sup>st</sup> and October 1<sup>st</sup>, the Subrecipient must submit the Labor Standards Cover Memo, the HUD Form 4710 and the Davis Bacon Labor Standards Report 5.7 (if applicable). These forms are located on the Department's website and are also available upon request.
- 3) Activity Completion Report: At the completion of the CDBG-DR funded portion of a Program, the Subrecipient must submit an Activity Completion Report as set forth in Exhibit B. The performance metrics are identified in Exhibit F.
- 4) For Financial Reports, see Exhibit B.

### 25. Fiscal Controls

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

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

## EXHIBIT D

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

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

### 26. Monitoring Requirements

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

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

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

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(PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60, et seq., and other requirements of this Agreement. The Subrecipient further agrees to maintain such records for a minimum period of five (5) years after the Department notifies Subrecipient that the HUD/the Department contract has been closed according to the record retention requirements at 2 CFR 200.334. The Subrecipient shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code Section 10115.10.

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



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- F. Notwithstanding the foregoing, the Department will not reimburse the Subrecipient for any audit cost incurred after the expenditure deadline of this Agreement.

### 28. Signs

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

### 29. Insurance and Bonding

- A. The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E and pursuant to 2 CFR 200 sections on bonding and insurance requirements. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability and workers compensation insurance, from all contractors and subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded through this award, the Department must be listed as an additional insured on the declarations page of the policy.
- B. Additional Coverages. In the event that Grantee, and/or any of its Subrecipients or Contractors,, will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement and shall be imposed on any Subrecipient and/or Contractor pursuant to the Subrecipient Agreement or Contract. For purposes of the provision, the term "Hazardous Activity" includes the following:  
(a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline,

## EXHIBIT D

(b) the removal, storage, or transportation of lead-based paint, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities and shall provide adequate written proof thereof to the Department. No Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department.

### 30. Indemnification

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

### 31. Anti-Lobbying Certification

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

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

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

**EXHIBIT D**

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

32. Conflict of Interest

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Subrecipient, or its designees or agents, no member of the governing body of the locality in which the 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 DR-Workforce 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 DR-Workforce assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a DR-Workforce 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 Subrecipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

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

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

34. Energy Policy and Conservation Act

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

## EXHIBIT D

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

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a 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 contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
  - 3). The parties mutually agree that if the Congress does not appropriate sufficient funds for the Program, this contract shall be amended to reflect any reduction in funds.
  - 4). The Department has the option to invalidate the contract under the 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.
- C. Gov. Code § 8546.4(e) provides that State agencies receiving Federal funds shall be primarily responsible for arranging for Federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain Federally required financial and compliance audits.

36. Fraud, Waste, and Abuse

## EXHIBIT D

- A. False, Fictitious or Fraudulent Claims - Warning: Any person who knowingly makes a false claim or statement to HUD or the Department may be subject to civil or criminal penalties under 18 U.S.C. §287, 1001 and 31 U.S.C. §3729.
- B. Detecting, Preventing, and Reporting Fraud - Fraud is a white-collar crime that has a devastating effect on the CDBG-DR program because the CDBG-DR program beneficiaries are victims of this crime when the CDBG-DR program is abused. The Department wants to stop any criminal assault on the CDBG-DR program it administers, and in doing so ensure all CDBG-DR funds go to people it was designed to help and improve their living conditions.
- C. Combatting Fraud - The HUD Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations. HUD cannot combat fraud alone; they rely on Department and DR Workforce Development NOFA Applicants to combat CDB-DR program fraud. HUD also relies on Applicants for and people receiving HUD benefits, such as: tenants receiving rental assistance, borrowers with HUD insured loans, or citizens having their communities restored using HUD grants. The HUD OIG Hotline number is **1-800-347-3735**. This is the primary means to submit allegations of fraud, waste, abuse, mismanagement, or Whistleblower related matters for the CDBG-DR program to the OIG.

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

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

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

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

### 37. Whistleblower Protections

## EXHIBIT D

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

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

- 1) A disclosure is protected under the WPA if the employee discloses information the employee reasonably believes to be evidence of:
  - a) a violation of any law, rule, or regulation,
  - b) gross mismanagement,
  - c) a gross waste of funds,
  - d) an abuse of authority, or
  - e) a substantial and specific danger to public health or safety.
- 2) In general, an employee or applicant may make a protected disclosure to anyone, including non-governmental audiences, unless the information is classified or specifically prohibited by law from release. Options for making a protected disclosure include:
  - a) Informing a supervisor or someone higher up in management,
  - b) Submitting a complaint to the OIG by emailing the OIG at [oig@ftc.gov](mailto:oig@ftc.gov),
  - c) Filing a complaint with the Office of Special Counsel (OSC)  
<http://www.osc.gov/>

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

- 1) The California Whistleblower Protection Act authorizes the California State Auditor to receive complaints from state employees and members of the public who wish to report an improper governmental activity. An "improper governmental activity" is any action by a state agency or any action by a state employee directly related to state government that:
  - a) Violates any state or federal law or regulation,
  - b) Violates an Executive Order of the Governor, a California Rule of Court, or any policy or procedure required by the State Administrative Manual or State Contracting Manual, or
  - c) Is economically wasteful or involves gross misconduct, incompetency, or inefficiency. Complaints received by the State Auditor are confidential, and the identity of the complainant may not be revealed without the complainant's permission, aside from to an appropriate law enforcement agency conducting a criminal investigation.
- 2) There are many ways to file a complaint:

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### a) By Telephone

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

### b) By Mail or Facsimile

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

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

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

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

### c) Online

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

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

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

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### 38. Authority to Post Remediated Versions of Agreement

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

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



## EXHIBIT E

### SPECIAL TERMS AND CONDITIONS

1. Due Diligence Review

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

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

Subrecipient agrees to timely provide documents and information to the Department in order for the Department to facilitate its Subrecipient due diligence as required by Federal Register Notice 85 FR 4681. Subrecipient further agrees to comply with the requirements, requests, and results of the Department's due diligence and maintain the capacity to carry out disaster recovery activities in a timely and compliant manner at all times during the term hereof.

2. Risk Assessment

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

3. Special Conditions

Pursuant to Exhibit A, Section 5, and the due diligence and risk assessment referenced above, Subrecipient agrees to adhere to the following Special Conditions:

A. Subrecipient will provide the Department with a copy of the training participant application forms and written policies and procedures related to application intake.

- 1) The Department will review the forms and procedures to review whether the Subrecipient is collecting adequate information from training participants to verify income but also to provide feedback to the program operator as to whether program operator is creating barriers to participation through

## EXHIBIT E

cumbersome administrative requirements from the target audience of the workforce development programs. The Subrecipient is responsible for resolving areas of improvement that the Department provides to the Subrecipient.

- 2) The forms and written policies must be submitted to the Department for its review no later than thirty (30) days before the DR-Workforce funded training classes and supportive services are scheduled to begin and pursuant to Exhibit A Section 5.B.
- 3) Subrecipient must submit a response and resolution to all Department-recommended improvements within forty-five (45) days of the Department providing recommendations to Subrecipient. At Subrecipient's discretion, it may continue with classes during resolution of improvements; however, after the 45-day period has passed and the Department has determined, in its sole discretion, that Subrecipient has failed to adequately address the Department's recommendations, the Department may request that classes pause until the recommendations are implemented to the satisfaction of the Department. If the Department makes the request, and the Subrecipient chooses to continue classes, HCD may not reimburse costs for classes delivered after the request to pause has been made.

B. Subrecipient will provide the Department with a copy of the workforce training program written policies and procedures related to the Paradise RISE Center.

- 1) The Department will review the Subrecipient's workforce training program policies and procedures related to trainee recruitment and participation but also to provide feedback to the program operator as to whether program operator is creating barriers to participation through cumbersome administrative requirements from the target audience of the workforce development programs. The Subrecipient is responsible for resolving areas of improvement that the Department provides to the Subrecipient.
- 2) The written policies must be submitted to the Department for its review no later than thirty (30) days before the DR-Workforce funded training classes and supportive services are scheduled to begin and pursuant to Exhibit A Section 5.B.
- 3) Subrecipient must submit a response and resolution to all Department-recommended improvements within forty-five (45) days of the Department providing recommendations to Subrecipient. At Subrecipient's discretion, it may continue with classes during resolution of improvements; however, after

## EXHIBIT E

the 45-day period has passed and the Department has determined, in its sole discretion, that Subrecipient has failed to adequately address the Department's recommendations, the Department may request that classes pause until the recommendations are implemented to the satisfaction of the Department. If the Department makes the request, and the Subrecipient chooses to continue classes, HCD may not reimburse costs for classes delivered after the request to pause has been made.

- C. Subrecipient will provide the Department with a copy of the Subrecipient's written policies and procedures related to:
- 1) National Environmental Protection Act (NEPA): Subrecipient will develop and implement federal environmental review policies and procedures demonstrating conformity to the rules and regulations outlined in 24 CFR Part 58, in conjunction with technical assistance from the Department. The Subrecipient will submit the federal environmental review policies and procedures to the Department for a review of sufficiency. Federal environmental review policies and procedures must be determined to be sufficient by the Department in order to clear the grant condition. The condition must be cleared in advance of any work performed by the Subrecipient and prior to reimbursement/drawdown of any DR-WD funds.
  - 2) Section 3: Subrecipient will develop and implement HUD Section 3 federal policies and procedures that maintain long-term federal labor compliance monitoring policies and procedures, in conjunction with technical assistance from the Department. The Subrecipient will submit the Section 3 federal labor compliance monitoring policies and procedures to the Department for a review of sufficiency. The Section 3 federal labor compliance monitoring policies and procedures must be determined to be sufficient by the Department in order to clear the grant condition. The condition must be cleared in advance of any work performed by the Subrecipient and prior to reimbursement/drawdown of any DR-WD funds.
  - 3) Construction with reference to the Davis Bacon and other Related Acts (DBRA): Subrecipient will develop and implement Davis-Bacon and Related Acts (DBRA) (40 U.S.C. 3141-3144) federal labor policies and procedures and to maintain long-term federal labor compliance monitoring policies and procedures, in conjunction with technical assistance from the Department. The Subrecipient will submit the DBRA federal labor compliance monitoring policies and procedures to the Department for a review of sufficiency. DBRA federal labor compliance monitoring policies and procedures must be determined to be sufficient by the Department in order to clear the grant

## EXHIBIT E

condition. The condition must be cleared in advance of any work performed by the Subrecipient and prior to reimbursement/drawdown of any DR-WD funds.

- 4) **Financial Management:** Subrecipient will develop and implement policies and procedure that demonstrate conformity with financial management requirements outlined in 2 CFR 200.302 and applicable Federal Register Notices, in conjunction with technical assistance from the Department. The Subrecipient will submit the financial management policies and procedures to the Department for a review of sufficiency. The financial management policies and procedures must be determined to be sufficient by the Department in order to clear the grant condition. The condition must be cleared in advance of any work performed by the Subrecipient and prior to reimbursement/drawdown of any DR-WD funds.
- 5) **Record Keeping:** Subrecipient will develop and implement policies and procedure that demonstrate conformity with record keeping requirements outlined in 24 CFR 570.490 and applicable Federal Register Notices, in conjunction with technical assistance from the Department. The Subrecipient will submit the record keeping policies and procedures to the Department for a review of sufficiency. The record keeping policies and procedures must be determined to be sufficient by the Department in order to clear the grant condition. The condition must be cleared in advance of any work performed by the Subrecipient and prior to reimbursement/drawdown of any DR-WD funds.
- 6) **Limited English Proficiency (LEP):** Subrecipient will develop and implement a language access plan accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166. The Subrecipient will submit the language access plan to the Department for a review of sufficiency. The language access plan that addresses limited English proficiency must be determined to be sufficient by the Department in order to clear the grant condition. The condition must be cleared in advance of any work performed by the Subrecipient and prior to reimbursement/drawdown of any DR-WD funds.
- 7) **Asset Management:** Subrecipient will develop and implement policies and procedure that demonstrate conformity with asset management requirements outlined in 2 CFR 200.311, 200.313 and 200.314 and applicable Federal Register Notices, in conjunction with technical assistance from the Department. The Subrecipient will submit the asset management policies and procedures to the Department for a review of sufficiency. The asset management policies and procedures must be determined to be sufficient by

**EXHIBIT E**

the Department in order to clear the grant condition. The condition must be cleared in advance of any work performed by the Subrecipient and prior to reimbursement/drawdown of any DR-WD funds.

## EXHIBIT F

### DETAILED SCOPE OF WORK, BUDGET, AND APPLICATION

Name of Program: Paradise RISE Center

Grants Network Unique Identifier: Grant # 18-DRWD-23001

#### 1. Program Overview

THE CDBG-DR ELIGIBLE ACTIVITY(IES):

- a) Public Service
- b) Public Facility Improvements

THE NATIONAL OBJECTIVE(S) TO BE ACHIEVED FOR EACH ACTIVITY AS A RESULT OF THIS PROGRAM:

- a) Low to Moderate Income individuals (LMI) National Objective
- b) LMI National Objective

THE METHOD OF MEASURING NATIONAL OBJECTIVE FOR EACH ACTIVITY:

- a) Limited Clientele (LMC)
- b) Limited Clientele (LMC)

THE NUMBER OF INDIVIDUALS BENEFITTING FOR EACH ACTIVITY AS A RESULT OF THIS PROGRAM:

- a) Public Service
  - i. Total beneficiaries: 500
  - ii. Total low/mod beneficiaries: 500
- b) Public Facility Improvements
  - i. Total beneficiaries: TBD
  - ii. Total low/mod beneficiaries: TBD

#### 2. Activity Scope Work

- a) The Paradise Resilient Infrastructure and Sustainable Education Center (Paradise RISE Center) Program is a both a public service and a public facilities improvement project that supports social and economic recovery in Butte County by providing high-quality job opportunities to Low- and

## EXHIBIT F

Moderate- Income (LMI) Individuals. 100% of the anticipated 500 participants served will be LMI. This project includes: 1) training programs, and 2) public facility improvements on Paradise High School campus (5911 Maxwell Drive, Paradise CA 95969) to create the Paradise RISE Center. The Town of Paradise will be responsible for all grant administration, as well as administration of the programming and scheduling at the Paradise RISE Center. These tasks will be performed by Town of Paradise staff and consultants. The training programs offered online, in the field, and at two locations, (Paradise RISE Center and Butte College) will target high school students and adult learners in the community. Training programs within the Paradise RISE facility will be administered by several local partners including Paradise Unified School District (PUSD), Butte College, and the Valley Contractor's Exchange. Town of Paradise partner, Northern Rural Training and Employment Consortium (NoRTEC) will provide case management, participant supportive services, and career services for eligible LMI trainees.

1. The project aims to update an existing building on Paradise High School campus located at 5911 Maxwell Drive in Paradise. The building is 10,100 square feet, and currently consists of CTE training space with some equipment, as well as classroom space. The scope of work for the facility improvements would update the facility with for equipment used in welding, sheet metalwork, plumbing, electrical, and construction/woodworking training. The interior of the space would be rehabilitated to current training standards for the training programs intended to occupy the space.
2. PUSD will hire an additional staff member, and purchase equipment to allow for the expansion of their existing construction and agriculture programs for high school students and provide the necessary facility space for other programs that will utilize the facility for adult learners.
3. Butte College instructors will be hired to administer the industrial trades program and certified nursing assistant program.
4. Valley Contracts Exchange will be administering the NCCER accredited plumbing, electrical, and carpentry program. The program would require a full-time instructor as well as an administrator for program oversight along with industry professionals to aid in hands on training.
5. NoRTEC will provide case management, participant supportive services, and career services to eligible LMI Paradise RISE Center enrollees at the facility.

### 3. Budget Worksheet (attached)

The Project budget is included below as Attachments a - c.

## EXHIBIT F

- Attachment a – Total Activity Budget Worksheet is the overall, detailed project budget submitted with the application. This budget provides a breakdown of the Grants Network Budget Worksheet. Only changes to the Total Activity Budget Worksheet that impact the Grants Network Budget Worksheet will result in either a budget revision or amendment.
- Attachment b – CDBG-DR Budget Worksheet is the high level, official budget for the Project. Any adjustments of this budget will result in either a budget revision or amendment.
- Attachment c – CDBG-DR Budget Narrative is included to explain any information that affects how CDBG-DR funds will be used in the activity. It includes itemized accounts of how and when the funds will be used, an explanation of how projected expenditures were calculated, and any unmet budget gaps and information about the viability of the activities included if the project is only partially funded. Changes to this Narrative will not result in a budget revision or amendment.

When applicable, documentation that supports the indirect cost rate and ADCs is included as Attachment e.

#### 4. Performance Measures

The performance measures have been determined to be required for the monthly activity report, at the discretion of HCD and they are in bold below. Each month the Subrecipient will report on how the Project has progress on reaching the target numbers. The proposed target numbers are based on information provided by the Subrecipient in the DR-Workforce NOFA Application.

- Projected number of LMI beneficiaries (training participants) to participate in the Workforce Training Program: **500**
- Projected goal percentage of LMI beneficiaries to participate in the Workforce Training Program: **100%**
- Projected number of non-business organizations benefitting: **5**
- Projected number of Public Facilities rehabilitated and/or improved: **1**
- And additional Performance Measures as may be requested.

#### 5. Program Schedule

The Project Schedule for the Project is included below.

- Milestone #1: Date projected to Start DR-Workforce activities (incurring costs): **Within 30 days of execution of the Standard Agreement (SA) effective date.**



## EXHIBIT F

- Milestone #2: Date projected to begin the Public Facility Environmental Review: **Within 30 days of execution of the Standard Agreement (SA) effective date.**
- Milestone #3: Date projected to have Acquisition Site Control: **N/A.**
- Milestone #4: Date projected to start construction: **Within 60 days of ERR clearance.**
- Milestone #5: Date projected to complete construction: **By December 31, 2024.**
- Milestone #6: Date projected to Start the Training Program: **Within 3 months from construction completion.**
- Milestone #7: Date projected to expend Fifty percent (50%) of the CDBG-DR awarded funds: **April 1, 2025.**
- Milestone #8: Date projected to Expend all CDBG-DR awarded funds: **January 31, 2026.**
- Milestone #9: Date projected to Close-out: **April 30, 2026.**

### 6. Application (attached)

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

#### Attachments:

- a) Total Activity Budget Worksheet
- b) CDBG-DR Budget Worksheet
- c) CDBG-DR Budget Narrative
- d) Final Application
- e) Indirect Cost documentation – Not applicable

# Total Activity Budget Worksheet

2018 CDBG-DR Workforce Development Program

[County/Region Name]

| Uses (line item budget)  | Total Activity Cost     |      | Unit Cost    | # of Units | Extended Cost | [Activity Costs Category: PUBLIC SERVICES] |             |                         |             | Funding Sources |             |             |
|--|-------------------------|------|--------------|------------|---------------|--|-------------|-------------------------|-------------|-----------------|-------------|-------------|
|  | Cost                    | Cost |              |            |               | CDBG-DR                                    | EDD         | General Funds/Donations | FEMA        | [Source 6]      | [Source 7]  |             |
| IRTEC Career Services Staff                                      | \$ 946,667.00           |      |              |            |               | \$ 946,667.00                              | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| IRTEC Career Services Job Placement                              | \$ 510,000.00           |      | \$ 15,000.00 | 34.00      |               | \$ 510,000.00                              | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| IRTEC Career Services Equipment/Software/Outreach                | \$ 600,000.00           |      |              |            |               | \$ 600,000.00                              | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| IRTEC Case Management Services Staff                             | \$ 946,667.00           |      |              |            |               | \$ 946,667.00                              | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| IRTEC Case Management Assessments/Software                       | \$ 45,000.00            |      | \$ 15,000.00 | 3.00       |               | \$ 45,000.00                               | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| IRTEC Case Management Supplies/Materials                         | \$ 155,000.00           |      |              |            |               | \$ 155,000.00                              | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| IRTEC Supportive Services Staff                                  | \$ 946,667.00           |      |              |            |               | \$ 946,667.00                              | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| IRTEC Supportive Services needs related, housing, transportation | \$ 750,000.00           |      | \$ 5,000.00  | 150.00     |               | \$ 750,000.00                              | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| IRTEC Supportive Services training related support               | \$ 500,000.00           |      | \$ 2,500.00  | 200.00     |               | \$ 500,000.00                              | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| WF Administrative Salaries                                       | \$ 80,000.00            |      |              |            |               | \$ 80,000.00                               | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| WF Instructor Salaries   | \$ 180,000.00           |      |              |            |               | \$ 180,000.00                              | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| WF Carpentry, Electrical, Plumbing Training Equipment            | \$ 322,222.00           |      |              |            |               | \$ 322,222.00                              | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| WF Staffing and Administrative Costs                             | \$ 260,000.00           |      |              |            |               | \$ 260,000.00                              | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| the College CAN/HHA  | \$ 119,225.00           |      |              |            |               | \$ 119,225.00                              | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| the College ITEC-55  | \$ 165,550.00           |      |              |            |               | \$ 165,550.00                              | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| the College Utility Line Clearance/Arborist Training             | \$ 750,000.00           |      |              |            |               | \$ 750,000.00                              | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| the College Utility Vegetation Management Pre Inspector Class    | \$ 458,000.00           |      |              |            |               | \$ 458,000.00                              | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| the College Heavy Equipment Class                                | \$ 1,000,000.00         |      |              |            |               | \$ 1,000,000.00                            | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| JSD Site Improvements Auto Shop/Welding Rehab                    | \$ 2,687,639.00         |      |              |            |               | \$ 2,687,639.00                            | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| JSD Site Improvements Construction Tech Rehab                    | \$ 1,683,182.00         |      |              |            |               | \$ 1,683,182.00                            | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| JSD Site Improvements Shop/Classroom Rehab                       | \$ 1,577,557.00         |      |              |            |               | \$ 1,577,557.00                            | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| JSD Staffing (Additions)   | \$ 100,000.00           |      |              |            |               | \$ 100,000.00                              | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| JSD Administrative Staffing                                      | \$ 135,000.00           |      |              |            |               | \$ 135,000.00                              | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| JSD Training Equipment   | \$ 350,000.00           |      |              |            |               | \$ 350,000.00                              | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| <b>total</b>   | <b>\$ 15,268,376.00</b> |      | <b>\$ -</b>  |            |               | <b>\$ 15,268,376.00</b>                    | <b>\$ -</b> | <b>\$ -</b>             | <b>\$ -</b> | <b>\$ -</b>     | <b>\$ -</b> | <b>\$ -</b> |
| wn of Paradise Administration                                    | \$ 2,600,000.00         |      |              |            |               | \$ 2,600,000.00                            | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| ne Item)   | \$ -                    |      |              |            |               | \$ -                                       | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| ne Item)   | \$ -                    |      |              |            |               | \$ -                                       | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| ne Item)   | \$ -                    |      |              |            |               | \$ -                                       | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| ne Item)   | \$ -                    |      |              |            |               | \$ -                                       | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| ne Item)   | \$ -                    |      |              |            |               | \$ -                                       | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| ne Item)   | \$ -                    |      |              |            |               | \$ -                                       | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| ne Item)   | \$ -                    |      |              |            |               | \$ -                                       | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| <b>total</b>   | <b>\$ 2,600,000.00</b>  |      | <b>\$ -</b>  |            |               | <b>\$ 2,600,000.00</b>                     | <b>\$ -</b> | <b>\$ -</b>             | <b>\$ -</b> | <b>\$ -</b>     | <b>\$ -</b> | <b>\$ -</b> |
| minimis rate*  | \$ -                    |      |              |            |               | \$ -                                       | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| egotiated rate   | \$ -                    |      |              |            |               | \$ -                                       | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| st Allocation plan   | \$ -                    |      |              |            |               | \$ -                                       | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| ne Item)   | \$ -                    |      |              |            |               | \$ -                                       | \$ -        | \$ -                    | \$ -        | \$ -            | \$ -        | \$ -        |
| <b>total</b>   | <b>\$ -</b>             |      | <b>\$ -</b>  |            |               | <b>\$ -</b>                                | <b>\$ -</b> | <b>\$ -</b>             | <b>\$ -</b> | <b>\$ -</b>     | <b>\$ -</b> | <b>\$ -</b> |
| <b>total Activity Cost</b>                                       | <b>\$ 17,868,376.00</b> |      | <b>\$ -</b>  |            |               | <b>\$ 17,868,376.00</b>                    | <b>\$ -</b> | <b>\$ -</b>             | <b>\$ -</b> | <b>\$ -</b>     | <b>\$ -</b> | <b>\$ -</b> |

### CDBG-DR Budget Worksheet

**Report Date:** 08/02/2024  
**Requested By:** Town of Paradise  
[recovery@townofparadise.com](mailto:recovery@townofparadise.com)  
**Passthrough Agency:** California Department of Housing and Community Development  
**Program:** 2018 CDBG-DR Workforce Development Program  
**Project Name/Title:** Paradise Resilient Infrastructure and Sustainable Education Center (Paradise RISE Center)  
**Org Name:** Town of Paradise  
**Award/Contract Number:** 18-DRWD-23001  
**Stage:** Awarded

**Budget Items**

| Category                            | Title                  | Description            | Units    | Unit Cost     | Extended Cost | Direct Cost            | Indirect Cost | GL Account | Cost Share    | Type        |
|-------------------------------------|------------------------|------------------------|----------|---------------|---------------|------------------------|---------------|------------|---------------|-------------|
| Activity                            | Activity Cost          | Activity Cost          | 0        | \$0.00        | \$0.00        | \$15,268,376.00        | \$0.00        |            | \$0.00        | Direct Cost |
| <b>Activity Total</b>               |                        |                        | <b>0</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$15,268,376.00</b> | <b>\$0.00</b> |            | <b>\$0.00</b> |             |
| <b>General Administration</b>       |                        |                        |          |               |               |                        |               |            |               |             |
| <b>General Administration Total</b> |                        |                        | <b>0</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b>          | <b>\$0.00</b> |            | <b>\$0.00</b> |             |
| Activity Delivery                   | Activity Delivery Cost | Activity Delivery Cost | 0        | \$0.00        | \$0.00        | \$2,600,000.00         | \$0.00        |            | \$0.00        | Direct Cost |
| <b>Activity Delivery Total</b>      |                        |                        | <b>0</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$2,600,000.00</b>  | <b>\$0.00</b> |            | <b>\$0.00</b> |             |
| <b>Other</b>                        |                        |                        |          |               |               |                        |               |            |               |             |
| Category                            | Title                  | Description            | Units    | Unit Cost     | Extended Cost | Direct Cost            | Indirect Cost | GL Account | Cost Share    | Type        |
| Other                               |                        |                        | 0        | \$0.00        | \$0.00        | \$0.00                 | \$0.00        |            | \$0.00        |             |
| <b>Other Total</b>                  |                        |                        | <b>0</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b>          | <b>\$0.00</b> |            | <b>\$0.00</b> |             |
| <b>Grant Total</b>                  |                        |                        | <b>0</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$17,868,376.00</b> | <b>\$0.00</b> |            | <b>\$0.00</b> |             |

Budget Report, Created by Town of Paradise, [recovery@townofparadise.com](mailto:recovery@townofparadise.com), 08/22/2024  
 Source: eCivis™ Portal  
<http://www.ecivis.com/>

## CDBG-DR Budget Narrative

This project includes training programs and public facility improvements to create the Paradise Resilient Infrastructure and Sustainable Education Center (Paradise RISE Center), which will be located on the Paradise High School Campus (5911 Maxwell Drive, Paradise CA 95969)

All costs below were estimated using existing similar services and programs as a guide or using actual cost estimates from contractors (in the case of PUSD public facilities improvements).

All training will be provided to eligible students at no cost, however estimated cost per trainee is included for each program below.

If this project is not fully funded, the scope of training would be scaled back to a level commensurate with the funding allocated.

**Public Facility Improvements: \$6,533,378**

The project aims to update an existing building on Paradise High School campus located at 5911 Maxwell Drive in Paradise. The building is 10,100 square feet, and currently consists of CTE training space with some equipment, as well as classroom space. The scope of work for the facility improvements would update the facility with for current equipment used in welding, sheet metal work, plumbing, electrical, and construction/wood working training. The interior of the space would be rehabilitated to current training standards for the training programs intended to occupy the space.

|  |    |              |
|--|----|--------------|
| PUSD Site Improvements Auto Shop/Welding Rehab | \$ | 2,687,639.00 |
| PUSD Site Improvements Construction Tech Rehab | \$ | 1,683,182.00 |
| PUSD Site Improvements Shop/Classroom Rehab    | \$ | 1,577,557.00 |

**Training Program:**

Training programs within the facility will be administered by several local partners, including Paradise Unified School District, Butte College, and the Valley Contractor's Exchange. NoRTEC will provide supportive services at this location.

Paradise Unified School District: \$585,000

Currently PUSD offers training for students in the trades fields. The training takes place in Construction and Agriculture Programs. At this time PUSD employs one full time teacher and only students from Paradise High School are eligible to enroll in these training programs. It is the intention of PUSD to hire an additional staff member, and purchase equipment to allow for the expansion of their existing program for High School students, and provide the necessary facility space for other programs that will utilize the facility for adult learners. offered to Paradise High School students are free, with Paradise High School students documenting the LMI status of enrollees. These programs would be offered at no cost to income eligible adult students who demonstrate LMI eligibility.

|                              |    |            |
|------------------------------|----|------------|
| PUSD Staffing (Additions)    | \$ | 100,000.00 |
| PUSD Administrative Staffing | \$ | 135,000.00 |
| PUSD Training Equipment      | \$ | 350,000.00 |

Cost per student NA

**Butte College: \$2,492,775**

|                       |    |            |
|-----------------------|----|------------|
| Butte College CAN/HHA | \$ | 119,225.00 |
| Butte College ITEC-55 | \$ | 165,550.00 |

|   |    |              |
|---|----|--------------|
| Butte College Utility Line Clearance/Arborist Training          | \$ | 750,000.00   |
| Butte College Utility Vegetation Management Pre-Inspector Class | \$ | 458,000.00   |
| Butte College Heavy Equipment Class                             | \$ | 1,000,000.00 |

The intent of these programs is to harness Paradise High School students into local programs and jobs, to introduce them to pathways into higher education at Butte College in a location that is familiar to them, and to provide opportunities for adult learners on evenings, weekends, and summers.

Cost per student \$1,300 - \$4,000

**Valley Contractor Workforce Foundation: \$842,222**

|   |    |            |
|---|----|------------|
| VCWF Administrative Salaries                            | \$ | 80,000.00  |
| VCWF Instructor Salaries                                | \$ | 180,000.00 |
| VCWF Carpentry, Electrical, Plumbing Training Equipment | \$ | 322,222.00 |
| VCWF Staffing and Administrative Costs                  | \$ | 260,000.00 |

**Staffing needs:**

The program would require a full-time instructor as well as an administrator for program oversight. Additionally, we would bring in Industry professionals to aid in hands on training.

Cost per student \$8,000 to \$10,000

**NorTEC (Northern Rural Training and Employment Consortium): \$5,400,000**

Development of an Outreach Plan for participant enrollment (multi-language) that would include in person canvassing and special efforts to include all LMI populations; Determine participant eligibility; Case management, client tracking and reporting; Provide supportive services including but not limited to transportation, childcare, class materials and training stipends; Employer contacts to develop On the Job Training opportunities.

This project will require hiring 10 staff members (1 Project Coordinator, 2 Outreach Specialists, 4 Case Managers, 2 Job Developers, and 1 Admirative Support position.

Cost per student

|  |    |            |
|--|----|------------|
| NoRTEC Career Services Staff   | \$ | 946,667.00 |
| NoRTEC Career Services Job Placement                                   | \$ | 510,000.00 |
| NoRTEC Career Services Equipment/Software/Outreach                     | \$ | 600,000.00 |
| NoRTEC Case Management Services Staff                                  | \$ | 946,667.00 |
| NoRTEC Case Management Assessments/Software                            | \$ | 45,000.00  |
| NoRTEC Case Management Supplies/Materials                              | \$ | 155,000.00 |
| NoRTEC Supportive Services Staff                                       | \$ | 946,667.00 |
| NoRTEC Supportive Services needs related, housing, transportation, etc | \$ | 750,000.00 |
| NoRTEC Supportive Services training related support                    | \$ | 500,000.00 |

**Town of Paradise Administration: \$2,600,000**

The Town of Paradise will be responsible for all grant administration, as well as administration of the programming and scheduling at the RISE Center. These tasks will be performed by Town Staff and consultants.

## Final Application

Applications: Paradise Resilient Infrastructure and Sustainable Education Center (Paradise RISE Center)

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### 2018 CDBG-DR WORKFORCE DEVELOPMENT PROGRAM

#### SECTION I: PROGRAM OVERVIEW

##### Profile

recovery@townofparadise.com

Enter a brief yet descriptive Project Title for your DR-Workforce Program application. Please use the following format: ORGANIZATION-PROJECT.  
(Ex. Lake County-Workforce Development Training)

##### 1. Workforce Program Project Title

Paradise Resilient Infrastructure and Sustainable Education Center (Paradise RISE Center)

##### Eligible Applicant Name

Town of Paradise

DR-Workforce Eligible Applicants include: Jurisdictions, nonprofits, postsecondary educational institutions, or local workforce development boards. Applicants that are nonprofit organizations must provide documentation of 501(c)(3) status and a copy of their bylaws.

##### 2. Indicate which type of Eligible Applicant you qualify as:

Jurisdiction

Enter address of the training facility. If training is mobile, use the main address of the training program operator. Workforce training programs must provide a direct benefit of eligible Public Service activities within one of the Eligible Disaster Impacted Area (EDIA) regions as they are defined in the NOFA (Butte, Lake, Los Angeles, Shasta, or Ventura).

##### 3. Facility Address: Street Number and Street Name

5911 Maxwell Dr.

##### City

Paradise

##### Zip Code

95969

##### County

Butte

Workforce training programs must provide a direct benefit of eligible Public Service activities within one of the Eligible Disaster Impacted Area (EDIA) regions as they are defined in the NOFA (Butte, Lake, Los Angeles, Shasta, or Ventura).

##### 4. Select the Eligible Disaster Impacted Area (EDIA) the Workforce Training Program will benefit.

Butte

Once the EDIA benefiting region has been determined, upload a map showing the training service location(s) within the EDIA region to be served. Please clearly identify on the map the EDIA region the project is located within and the training service location(s) within the EDIA to where the training will be accessed by the beneficiaries.

##### 5. Upload a project service location map in relation to the EDIA.

Map of Project Site in Paradise, Butte County.png

At least 85% of your program participants must be income certified as a low- and moderate-income (LMI) family, which are family members earning less than 80% of Area Median Income (AMI). This means that 85% - 100% of the trainees' family income cannot exceed 80% of the AMI based on family size. The annual HUD income limits for California <https://www.hcd.ca.gov/grants-and-funding/income-limits/state-and-federal-income-rent-and-loan-value-limits> are on the Department of Housing and Community Development (HCD) website.

##### 6. Indicate the number of LMI beneficiaries (training participants) projected to participate in the Workforce Training Program.

500

**7. Indicate the number of total beneficiaries (training participants) projected to participate in the Workforce Training Program.**

500

Applicants shall design each training program with the goal to attain an LMI trainee participation rate of 100%, however, applicant's actual results must not be less than 85%.

**8. Projected goal percentage of LMI beneficiaries to participate in the Workforce Training Program:**

1.00

Application must include an outreach and marketing plan indicating methods you plan to use to recruit potential LMI program participants. Target population must include 85% LMI population at minimum. See NOFA, Application Threshold - Outreach and Marketing for more details.

**9. Outline the organization's outreach and marketing plan to recruit the target population of LMI participants into the training program.**

Stakeholder Engagement: NoRTEC and our Butte County service provider, Alliance for Workforce Development (AFWD) will facilitate inclusion of Low- and Moderate-Income (LMI) individuals and communities in the workforce training programs.

This would require development of an Outreach Plan and will conduct outreach to educate, promote and increase participation in the Town of Paradise Workforce Training Programs. The Plan will include development and training regarding the CDBG DR programs and talking points to all staff involved in management and supervision of the outreach program. Outreach strategies and tactics will be developed.

Various and varied outreach materials will be developed to support the outreach efforts including posters, flyers, door hangers, fact sheets, paid advertisements, and social media. All printed materials will be available in English and Spanish, consistent with the County's demographic makeup. Scripts will be developed for all outreach staff.

The outreach team will leverage existing partnerships, including organizations that represent and interact with specific target populations. Examples include supportive housing and special needs providers, municipal and County officials, faith-based and cultural organizations.

Identify which of the 2018 declared disasters the program is related to. The disaster(s) related to the program can most often be determined by the Eligible Disaster Impacted Areas that the program will serve or benefit.

**10. Indicate the Disaster this program is related to:**

DR-4407 (November 2018 fires impacting Butte, Los Angeles, and Ventura counties)

Applicant must demonstrate how the Workforce training program clearly ties-back to 2018 disasters, DR-4407 and/or DR-4382, by describing how the workforce training supports social and economic recovery of the Eligible Disaster Impacted Areas. The tie-back narrative should include details on how the training program will help improve economic stability, provide access to opportunities for LMI participants, and support long-term economic and social recovery for impacted communities.

**11. Provide a tie-back narrative demonstrating how the program will address economic impacts from the 2018 wildfire disaster(s).**

Losing 90% of our structures, including 11,000 homes, 1,000 businesses, two schools, large shopping centers, our hospital, and 85 members of our community in the 2018 Camp Fire had a devastating and lasting impact on the Town of Paradise. While homes are being rebuilt, the economic damage continues with the loss of large employers like Adventist Health Feather River hospital, Safeway, and numerous small businesses like restaurants. As Paradise rebuilds, along with the communities surrounding us that were also impacted by the 2018 Camp Fire, the biggest needs in workforce are construction and forestry. Both of these vocations are vital for rebuilding a community of 26,500 people, and both are in high demand as the demand for contractors, skilled labor, and forestry outpace current supply. Providing training for these trades locally will bolster the local economy, filling the jobs that we need. Focusing on resilient building and forestry technologies is not only important for our community to rebuild better than we were, but it is also a way our region can be a leader in resilient building for communities throughout the State.

DR-Workforce funds cannot be used to supplant existing local public funds on an existing Workforce Program. The public service of the training program must be either a new or expanded service to an existing Workforce Program. To qualify as an expanded service, applicants must demonstrate that the expanded service will result in a quantifiable increase in the level of an existing service than what was delivered in the last 12 months. To qualify as an existing service, the program should have been in operations for at least 12 months.

**12. Please indicate whether the program is new or existing.**

New Program

## SECTION II: SCOPE OF WORK

Application must include a detailed scope of work that includes: details on the training program and services that will be provided with course descriptions, the areas the services will be provided in and/or benefit, who will provide the Workforce training and services, steps that must be



completed to initiate the training program, available training facilities and equipment, a clear statement that income eligible trainees will receive training services at no cost, and any other relevant program plans. Programs with public facility activities must also include a detailed explanation of all acquisition and/or capital improvements needed to provide for a training facility to deliver the workforce training program.

### 13. Training Program Scope of Work.

This project includes training programs and public facility improvements to create the Paradise Resilient Infrastructure and Sustainable Education Center (Paradise RISE Center), which will be located on the Paradise High School Campus (5911 Maxwell Drive, Paradise CA 95969)

#### Public Facility Improvements:

The project aims to update an existing building on Paradise High School campus located at 5911 Maxwell Drive in Paradise. The building is 10,100 square feet, and currently consists of CTE training space with some equipment, as well as classroom space. The scope of work for the facility improvements would update the facility with for current equipment used in welding, sheet metal work, plumbing, electrical, and construction/wood working training. The interior of the space would be rehabilitated to current training standards for the training programs intended to occupy the space.

#### Training Program:

Training programs within the facility will be administered by several local partners, including Paradise Unified School District, Butte College, and the Valley Contractor's Exchange. NorTEC will provide supportive services at this location.

Paradise Unified School District: Update current Trades Buildings (Welding, Ag, Construction) to support community training in the trades. Currently PUSD offers training for students in the trades fields. The training takes place in Construction and Agriculture Programs. At this time PUSD employs one full time teacher and only students from Paradise High School are eligible to enroll in these training programs. It is the intention of PUSD to hire an additional staff member, and purchase equipment to allow for the expansion of their existing program for High School students, and provide the necessary facility space for other programs that will utilize the facility for adult learners. Courses offered to Paradise High School students are free, with Paradise High School students documenting the LMI status of enrollees. These programs would be offered at no cost to income eligible adult students who demonstrate LMI eligibility.

Butte College: Administer 5 new programs. There are no items that need to be completed prior to starting these programs, they are ready to go.

1. Construction/ITEC-55 Introduction to Industrial Trades - ITEC 55 is a 2 unit course designed to provide pre-employment training for industrial trades. It is a prerequisite for entry into the construction program at Butte College. We propose to offer this course as Dual Enrollment with Paradise High School. We also propose to offer two courses each summer for the duration of the grant. 2-4 Butte College instructors would be hired to deliver this course.
2. Certified Nurse Assistant Program - Paradise Cohort of 15 students offered starting Summer 2025. Target is High School students the summer of their Junior Year. 2-3 Butte College instructors would be hired to deliver this course for 15 students.
3. Heavy Equipment Operator Technician Program - Expansion of the Heavy Equipment Operator Program which currently exists on Butte College campus to the new Paradise facility. 2 Butte College Instructors would be hired to deliver this course.
4. Utility Line Clearance Arborist and Pre-Inspector. 4 Butte College Instructors would be hired to deliver this course.
5. Utility Vegetation Management Pre Inspector. 4 Butte College Instructors would be hired to deliver this course.

The intent of these programs is to harness Paradise High School students into local programs and jobs, to introduce them to pathways into higher education at Butte College in a location that is familiar to them, and to provide opportunities for adult learners on evenings, weekends, and summers. These programs would be offered at no cost to income eligible students who demonstrate LMI eligibility.

Valley Contractor Workforce Foundation: Trades Training with NCCER accredited carpentry, plumbing and electrical programs. There are no items that need to be completed prior to starting these programs, they are ready to go.

#### NCCER Core Curriculum:

Core is a prerequisite to all other Level 1 craft curricula. Its modules cover topics such as Basic Safety, Communication Skills, and Introduction to Construction Drawings.

Completing Core provides the trainee with the foundational skills needed to continue an education in any craft.

#### Core Modules

- Basic Safety
- Introduction to Construction Math
- Introduction to Hand Tools
- Introduction to Power Tools
- Introduction to Construction Drawings
- Introduction to Basic Rigging

- Basic Communication Skills
- Basic Employability Skills
- Introduction to Material Handling

#### Rough Carpentry

VCWF will offer NCCER modules in carpentry to form a Rough Carpentry program. We will focus on the modules that allow trainees to become a framer in the local industry.

The program begins with the Core semester, then proceeds for four more semesters in carpentry training. NCCER offers badges for each module completed and the Trade School awards a certificate of completion in Rough Carpentry. OSHA 10-hour certificates and CPR certificates will be included in the program.

#### LEVEL ONE

- Orientation to the Trade
- Building Materials, Fasteners, and Adhesives
- Hand and Power Tools
- Introduction to Construction Drawings, Specifications, and Layout
- Floor Systems
- Wall Systems
- Ceiling Joist and Roof Framing
- Basic Stair Layout
- Introduction to Building Envelope Systems

Electrical Journeyman Electrician NCCER accredited program. The four-year Electrical program will include hands-on practice in the shop, Electrical code training, and leadership skills.

Taught by our instructor as well as experienced Journeyman who can answer questions about the processes, safety, job sectors, and construction.

#### LEVEL ONE

- Occupational Overview
- Electrical Safety
- Introduction to Electrical Circuits
- Electrical Theory
- Introduction to the National Electrical Code®
- Device Boxes
- Hand Bending
- Raceways and Fittings
- Conductors and Cables
- Basic Electrical Construction Drawings
- Residential Electrical Services
- Electrical Test Equipment

#### LEVEL TWO

- Alternating Current
- Motors: Theory and Application
- Electric Lighting
- Conduit Bending
- Pull and Junction Boxes
- Conductor Installations
- Cable Tray
- Conductor Terminations and Splices
- Grounding and Bonding
- Circuit Breakers and Fuses
- Control Systems and Fundamental Concepts

#### LEVEL THREE

- Load Calculations – Branch and Feeder Circuits

- Conductor Selection and Calculations
- Practical Applications of Lighting
- Hazardous Locations
- Overcurrent Protection
- Distribution Equipment
- Transformers
- Commercial Electrical Services
- Motor Calculations
- Voice, Data, and Video
- Motor Controls

Plumbing NCCER accredited program.

The four-year plumbing program will include hands-on practice in the shop, plumbing code training, and leadership skills. Taught by our instructor as well as experienced plumbers who can answer questions about the processes, safety, job sectors, and construction.

#### LEVEL ONE

- Introduction to the Plumbing Profession
- Plumbing Safety
- Tools of the Plumbing Trade
- Introduction to Plumbing Math
- Introduction to Plumbing Drawings
- Plastic Pipe and Fittings
- Copper Pipe and Fittings
- Cast-Iron Pipe and Fittings
- Carbon Steel Pipe and Fittings
- Introduction to Plumbing Fixtures
- Introduction to Drain, Waste, and Vent (DWV) Systems
- Introduction to Water Distribution Systems

#### LEVEL TWO

- Plumbing Math Two
- Reading Commercial Drawings
- Structural Penetrations, Insulation, and Fire Stopping
- Installing and Testing DWV Piping
- Installing Roof, Floor, and Area Drains
- Installing and Testing Water Supply Piping
- Types of Valves
- Installing Fixtures and Valves
- Installing Water Heaters
- Basic Electricity
- Fuel Gas and Fuel Oil Systems

#### LEVEL THREE

- Applied Math
- Sizing and Protecting the Water Supply System
- Potable Water Supply Treatment
- Types of Venting
- Sizing DWV and Storm Systems
- Sewage Pumps and Sump Pumps
- Corrosive-Resistant Waste Piping
- Compressed Air
- Service Plumbing

Staffing needs:

The program would require a full-time instructor as well as an administrator for program oversight. Additionally, we would bring in industry professionals to aid in hands-on training.

NorTEC (Northern Rural Training and Employment Consortium): Participant Supportive Services

Development of an Outreach Plan for participant enrollment (multi-language) that would include in person canvassing and special efforts to include all LMI populations; Determine participant eligibility; Case management, client tracking and reporting; Provide supportive services including but not limited to transportation, childcare, class materials and training stipends; Employer contacts to develop On the Job Training opportunities.

This project will require hiring 10 staff members (1 Project Coordinator, 2 Outreach Specialists, 4 Case Managers, 2 Job Developers, and 1 Admirative Support position.

**14. Has any portion of the Program Scope of Work already commenced before or at time of application?**

No

HCD encourages Applicants to create formal partnerships for collaboration and increased program impact. If Partners will be included, describe how the Partner(s) will be involved in the program and their Workforce experience. See definition of Partner provided in the NOFA.

**15. Are Partners included in the application?**

Yes

**Describe the role of Partners involved in the program.**

This project includes training programs and public facility improvements to create the Paradise Resilient Infrastructure and Sustainable Education Center (Paradise RISE Center), which will be located on the Paradise High School Campus (5911 Maxwell Drive, Paradise CA 95969)

**Public Facility Improvements:**

The project aims to update an existing building on Paradise High School campus located at 5911 Maxwell Drive in Paradise. The building is 10,100 square feet, and currently consists of CTE training space with some equipment, as well as classroom space. The scope of work for the facility improvements would update the facility with for current equipment used in welding, sheet metal work, plumbing, electrical, and construction/wood working training. The interior of the space would be rehabilitated to current training standards for the training programs intended to occupy the space. The estimated budget for public facility improvements is \$5.5 Million, this portion of the project will be closely coordinated with Paradise Unified School District.

**Training Program:**

Training programs within the facility will be administered by several local partners, including Paradise Unified School District, Butte College, and the Valley Contractor's Exchange. NorTEC will provide supportive services at this location.

Paradise Unified School District: Update current Trades Buildings (Welding, Ag, Construction) to support community training in the trades. Currently PUSD offers training for students in the trades fields. The training takes place in Construction and Agriculture Programs. At this time PUSD employs one full time teacher and only students from Paradise High School are eligible to enroll in these training programs. It is the intention of PUSD to hire an additional staff member, and purchase equipment to allow for the expansion of their existing program for High School students, and provide the necessary facility space for other programs that will utilize the facility for adult learners. The budget for this portion of the project is \$635,000. Courses offered to Paradise High School students are free, with Paradise High School students documenting the LMI status of enrollees. These programs would be offered at no cost to income eligible adult students who demonstrate LMI eligibility.

**Butte College: Administer 5 new programs**

1. Construction/ITEC-55 Introduction to Industrial Trades - ITEC 55 is a 2 unit course designed to provide pre-employment training for industrial trades. It is a prerequisite for entry into the construction program at Butte College. We propose to offer this course as Dual Enrollment with Paradise High School. We also propose to offer two courses each summer for the duration of the grant. 2-4 Butte College instructors would be hired to deliver this course, with a budget of \$150,000.
  2. Certified Nurse Assistant Program - Paradise Cohort of 15 students offered starting Summer 2025. Target is High School students the summer of their Junior Year. 2-3 Butte College instructors would be hired to deliver this course, with a budget of \$55,000 for 15 students.
  3. Heavy Equipment Operator Technician Program - Expansion of the Heavy Equipment Operator Program which currently exists on Butte College campus to the new Paradise facility. 2 Butte College Instructors would be hired to deliver this course with a budget of \$1,00,000.
  4. Utility Line Clearance Arborist and Pre-Inspector. 4 Butte College Instructors would be hired to deliver this course, with a budget of \$750,000.
  5. Utility Vegetation Management Pre Inspector. 4 Butte College Instructors would be hired to deliver this course, with a budget of \$485,000.
- The intent of these programs is to harness Paradise High School students into local programs and jobs, to introduce them to pathways into higher education at Butte College in a location that is familiar to them, and to provide opportunities for adult learners on evenings, weekends, and summers. These programs would be offered at no cost to income eligible students who demonstrate LMI eligibility.

Valley Contractor Workforce Foundation: Trades Training with NCCER accredited carpentry, plumbing and electrical programs.

**NCCER Core Curriculum:**

Core is a prerequisite to all other Level 1 craft curricula. Its modules cover topics such as Basic Safety, Communication Skills, and Introduction to Construction Drawings.

Completing Core provides the trainee with the foundational skills needed to continue an education in any craft.

**Core Modules**

- Basic Safety
- Introduction to Construction Math
- Introduction to Hand Tools
- Introduction to Power Tools
- Introduction to Construction Drawings
- Introduction to Basic Rigging
- Basic Communication Skills
- Basic Employability Skills
- Introduction to Material Handling

**Rough Carpentry**

VCWF will offer NCCER modules in carpentry to form a Rough Carpentry program. We will focus on the modules that allow trainees to become a framer in the local industry.

The program begins with the Core semester, then proceeds for four more semesters in carpentry training. NCCER offers badges for each module completed and the Trade School awards a certificate of completion in Rough Carpentry. OSHA 10-hour certificates and CPR certificates will be included in the program.

**LEVEL ONE**

- Orientation to the Trade
- Building Materials, Fasteners, and Adhesives
- Hand and Power Tools
- Introduction to Construction Drawings, Specifications, and Layout
- Floor Systems
- Wall Systems
- Ceiling Joist and Roof Framing
- Basic Stair Layout
- Introduction to Building Envelope Systems

**Electrical**

**Journeyman Electrician NCCER**

accredited program. The four-year Electrical program will include hands-on practice in the shop, Electrical code training, and leadership skills. Taught by our instructor as well as experienced Journeyman who can answer questions about the processes, safety, job sectors, and construction.

**LEVEL ONE**

- Occupational Overview
- Electrical Safety
- Introduction to Electrical Circuits
- Electrical Theory
- Introduction to the National Electrical Code®
- Device Boxes
- Hand Bending
- Raceways and Fittings
- Conductors and Cables
- Basic Electrical Construction Drawings
- Residential Electrical Services
- Electrical Test Equipment

**LEVEL TWO**

- Alternating Current
- Motors: Theory and Application

- Electric Lighting
- Conduit Bending
- Pull and Junction Boxes
- Conductor Installations
- Cable Tray
- Conductor Terminations and Splices
- Grounding and Bonding
- Circuit Breakers and Fuses
- Control Systems and Fundamental Concepts

#### LEVEL THREE

- Load Calculations – Branch and Feeder Circuits
- Conductor Selection and Calculations
- Practical Applications of Lighting
- Hazardous Locations
- Overcurrent Protection
- Distribution Equipment
- Transformers
- Commercial Electrical Services
- Motor Calculations
- Voice, Data, and Video
- Motor Controls

#### Plumbing program.

NCCER accredited

The four-year plumbing program will include hands-on practice in the shop, plumbing code training, and leadership skills. Taught by our instructor as well as experienced plumbers who can answer questions about the processes, safety, job sectors, and construction.

#### LEVEL ONE

- Introduction to the Plumbing Profession
- Plumbing Safety
- Tools of the Plumbing Trade
- Introduction to Plumbing Math
- Introduction to Plumbing Drawings
- Plastic Pipe and Fittings
- Copper Pipe and Fittings
- Cast-Iron Pipe and Fittings
- Carbon Steel Pipe and Fittings
- Introduction to Plumbing Fixtures
- Introduction to Drain, Waste, and Vent (DWV) Systems
- Introduction to Water Distribution Systems

#### LEVEL TWO

- Plumbing Math Two
- Reading Commercial Drawings
- Structural Penetrations, Insulation, and Fire Stopping
- Installing and Testing DWV Piping
- Installing Roof, Floor, and Area Drains
- Installing and Testing Water Supply Piping
- Types of Valves
- Installing Fixtures and Valves
- Installing Water Heaters
- Basic Electricity
- Fuel Gas and Fuel Oil Systems

#### LEVEL THREE

- Applied Math
- Sizing and Protecting the Water Supply System
- Potable Water Supply Treatment
- Types of Venting
- Sizing DWV and Storm Systems
- Sewage Pumps and Sump Pumps
- Corrosive-Resistant Waste Piping
- Compressed Air
- Service Plumbing

**Staffing needs:**

The program would require a full-time instructor as well as an administrator for program oversight. Additionally, we would bring in industry professionals to aid in hands-on training.

**Budget:**

\$650k estimated total program budget.

\$260k in staffing and admin cost

\$68k in multi-trade NCCER Curriculum and materials

\$322k in tools and equipment

These programs would be offered at no cost to income-eligible students who demonstrate LMI eligibility.

**NorTEC (Northern Rural Training and Employment Consortium):** Participant Supportive Services

Development of an Outreach Plan for participant enrollment (multi-language) that would include in-person canvassing and special efforts to include all LMI populations; Determine participant eligibility; Case management, client tracking and reporting; Provide supportive services including but not limited to transportation, childcare, class materials and training stipends; Employer contacts to develop On-the-Job Training opportunities.

This project will require hiring 10 staff members (1 Project Coordinator, 2 Outreach Specialists, 4 Case Managers, 2 Job Developers, and 1 Administrative Support position). The budget for this portion of the project is \$4,000,000.

**Upload a copy of each pending or executed Partner Agreement.**

Memorandum of Understanding - TOP - Butte College - PUSD - NorTEC - VCWF.docx

**Upload a copy of each pending or executed Partner Agreement.**

**Upload a copy of each pending or executed Partner Agreement.**

**If Partner is a tribal entity, upload the Tribal Entity's bylaws or appropriate governing documents.**

**If Partner is a tribal entity, upload the Tribal adopted Authorizing Resolution.**

Applicant must provide a written Participant Supportive Service plan. Your plan should include the services needed, how were these services determined, the services that will be provided, who will provide them, how will the services be accessed, how the services meet the needs of your training program and the community and explain if the services are new or existing services already being provided.

**16. Describe your plan for providing Participant Supportive Services to eligible trainees in the Workforce training program.**

All supportive services will be provided for free to eligible trainees.

NoRTEC intends to provide Case Management, Supportive Services, and Career Services for Eligible trainees.

**Case Management Services:**

NoRTEC's service provider, Alliance for Workforce Development (AFWD), is committed to providing comprehensive case management services to participants to ensure their success throughout the program. Case management services are designed to support participants from the initial application intake to program exit.

These services encompass various facets including:

- Client Eligibility Verification and Enrollment: AFWD will develop a robust eligibility determination process in accordance with Local Median Income

(LMI) guidelines. This involves creating clear documentation, policies, and procedures to streamline the enrollment process.

- **Maintaining and Monitoring Participant Files:** AFWD will diligently maintain participant files to ensure accurate and up-to-date records throughout their program journey.
- **Administering Eligibility Assessments and Screenings:** Through comprehensive assessments, AFWD will identify participants' needs and eligibility for program services.
- **Identifying and Addressing Barriers:** AFWD will proactively identify any barriers to program participation and provide recommendations to mitigate these barriers. This may involve offering support services or referring participants to other service providers for additional assistance.
- **Financial and Support Service Screening:** AFWD will conduct screenings to assess participants' eligibility for financial assistance and support services, providing guidance and information on available resources.
- **Monitoring Training Progress:** AFWD will closely monitor participants' training progress, offering ongoing support and guidance to ensure successful completion of their training programs.

#### Supportive Services:

Supportive services play a crucial role in assisting individuals by addressing various barriers and challenges they may face on their journey towards employment and self-sufficiency. AFWD will provide a comprehensive array of supportive services to address the diverse needs of participants. Services can be accessed through the trainee's assigned case manager. These services include, but are not limited to:

- **Child/Dependent Care:** Child/dependent care assistance offers support to individuals who are parents or caregivers by helping with the cost of childcare or dependent care services. This service ensures that individuals can attend work, training programs, or educational activities without worrying about the care of their children or dependents, thereby removing a significant barrier to participation.
- **Transportation Assistance:** Transportation assistance helps individuals overcome barriers related to transportation by providing support such as transportation vouchers, bus passes, or rideshare credits. This service ensures that individuals can access essential services, attend appointments, commute to work, or participate in training programs, particularly in areas with limited public transportation options.
- **Medical (Employment/Training):** Medical assistance for employment or training purposes provides support for individuals who require medical services or treatments to participate in employment or training programs.
- **Incentives:** Incentive programs offer rewards or incentives to individuals as a motivational tool for achieving specific goals or milestones.
- **Temporary Shelter:** Temporary shelter assistance provides individuals with short-term housing accommodations in emergency situations where they are experiencing homelessness or housing instability. This service ensures that individuals have a safe and secure place to stay while they work towards securing more permanent housing arrangements.
- **Job Search Allowance:** Job search allowance programs offer financial assistance to individuals to cover expenses associated with their job search activities, such as transportation costs, printing resumes, or purchasing interview attire. This support helps individuals actively seek employment opportunities and overcome financial barriers during the job search process.
- **Tools/Personal Equipment:** Tools and personal equipment assistance provides individuals with essential tools, equipment, or supplies necessary for their employment or training activities. This may include tools for specific trades or professions, uniforms, safety gear, or other equipment required for individuals to perform their job duties effectively.
- **Clothing/Work Attire/Interview Attire:** Clothing assistance programs offer individuals access to appropriate work attire or interview attire, including professional clothing or uniforms, shoes, and accessories.
- **Housing Assistance:** Housing assistance programs provide support to individuals to secure stable and affordable housing arrangements. This may include rental assistance, as well as assistance with security deposits or rental arrears, or referrals to affordable housing options.
- **Utilities:** Utilities assistance offers support to individuals to cover expenses related to essential utilities such as electricity, water, gas, or heating fuel. This service helps individuals maintain access to basic amenities and ensures that they can afford to meet their utility needs while managing other expenses.
- **Educational Testing:** Educational testing services provide individuals with assessments or evaluations to identify their academic strengths, weaknesses, or learning needs. This may include standardized testing, diagnostic assessments, or evaluations to determine individuals' readiness for specific educational programs or courses.
- **Post-Secondary Academic Materials:** Post-secondary academic materials assistance offers support to individuals enrolled in post-secondary education or training programs by providing access to textbooks, study materials, or other academic resources necessary for their coursework.
- **Needs-Related Payments:** Needs-related payments provide financial assistance to individuals to cover various essential needs or expenses not otherwise addressed by existing support services.

#### Career Services:

Career services are essential resources provided to individuals to support them in navigating the complexities of the job market, identifying career paths aligned with their skills and interests, and ultimately securing meaningful employment. Career services encompass a range of resources and support mechanisms aimed at assisting individuals in making informed decisions about their careers and achieving their employment goals. These services will be offered by NoRTEC's service provider, Alliance for Workforce Development (AFWD), and may include:

- **Career Counseling and Planning:** Professional guidance provided by career counselors to help individuals assess their skills, interests, and values, explore career options, and develop actionable career plans.



- Short-term Pre-vocational Services: Preparation programs designed to equip individuals with foundational skills and knowledge necessary for success in vocational or job training programs.
- Job Search Assistance: Support in navigating the job market, including assistance with resume writing, cover letter preparation, job search strategies, and networking.
- Referral to Direct Employment Opportunities: Connection to employers offering job openings that match individuals' skills and qualifications.
- Access to Job Listings and Wage Information: Providing access to job listings, along with information about wages, job requirements, and employer expectations.
- Information on Market Demand and Job Skills Requirements: Guidance on emerging job trends, in-demand industries, and the skills needed to succeed in specific occupations.
- On-the-Job Training and Work Experience/Internship Placement Assistance: Opportunities for hands-on training and experiential learning to enhance individuals' employability and skills development.
- Workforce Preparation Activities: Workshops, seminars, and training sessions focused on developing essential workplace skills, such as communication, teamwork, time management, and problem-solving.
- Certification, Credential, or Licensing Assistance: Support in obtaining industry-recognized certifications, credentials, or licenses that enhance individuals' qualifications and competitiveness in the job market.
- Resume Assistance and Interview Preparation: Guidance and feedback on crafting effective resumes and preparing for job interviews, including mock interview sessions and interview coaching.
- Employability Skills Development: Training programs aimed at enhancing individuals' employability by improving skills such as computer literacy, customer service, and interpersonal communication.
- Individual Employment Plans: Tailored plans outlining specific steps and milestones for achieving individuals' employment goals, with ongoing support and monitoring.

Through these comprehensive services, AFDW aims to equip participants with the tools, resources, and support necessary to succeed in the program and transition into meaningful employment opportunities.

Enter the number of Participant Supportive Service that you project to be provided to the training program participants. Participant Supportive Services may be provided by either a Partner, Subrecipient, or a Training Operator that has expertise in the services they offer to help reduce barriers to participation in training and employment. Depending on the anticipated needs of the trainees, Participant Supportive Services can be delivered in a variety of ways to include, but not limited to on-site, mobile, or virtual.

**17. Enter the number of Participant Supportive Services projected to be provided to the trainees in the Workforce Training Program.**

13

Acquisition, construction and/or site improvements may be considered as supplemental activities to support the long-term community investment in the Public Service Workforce training program. Applicants must be able to complete these activities and commence the training program by December 31, 2024, and the facility must be used for an eligible Workforce Training program. No "Choice-limiting actions" may occur on a proposed project, or proposed site acquisition before both the federal and state environmental review processes are completed, even if that work/acquisition is being done using non-federal funds. Note: Rehabilitation and improvements of Public Facilities are eligible DR-Workforce activities, but new construction is not.

**18. Is acquisition, improvements, and/or rehabilitation of Public Facilities part of your scope of work in this application, regardless of funding source?**

Yes

**Select all that apply to the proposed Workforce training Program.**

Improvements of Public Facilities, commercial, industrial, and privately owned buildings

Training programs must commence by 12/31/24 serving training participants. Review your timeline for construction to ensure you can meet this mandatory milestone.

**Can the Improvements/rehabilitation be completed prior to the deadline to commence the Workforce training program (December 31, 2024)?**

Yes

**Describe what public facilities activities will be needed and the status at the time of application.**

The building which will be utilized for the RISE Center will need to be rehabilitated and modernized, and equipped with the tools needed for the intended programs. The building is currently in operation on the Paradise High School campus, so all work will be to upgrade the facility to be expand it's uses.

Please enter the number of non-businesses, (i.e., Nonprofit, Jurisdiction, Post-Secondary Education Center, municipality, Special District) projected

to benefit from CDBG-DR funds used for the public facility activities for the use of the Workforce Training Program.

**Enter the projected number of non-business organizations benefitting.**

5

Please enter the number of public facility buildings projected to be rehabilitated and/or improved with CDBG-DR funds for the use of the Workforce Training Program.

**Enter the projected number of Public Facilities being rehabilitated and/or improved.**

1

Public Service activities are considered Exempt. Applicants that have Public Service only programs must submit their Environmental Review Form for Exempt or Categorically Excluded Not Subject to Section 58.5 Form at the time of application submission. For Applicants conducting Public Facility activities, the Environmental Review process must commence within 30 days of the effective date of the executed Standard Agreement. See the Application Guide for more information on Environmental Review Forms and to determine your level of review needed.

**19. Select the applicable Environmental Review category anticipated for the proposed Workforce program activities.**

Categorically Excluded Subject to 58.5 (CEST)

### SECTION III: BUDGET

Enter the total Amount of DR-Workforce Funds Requested.

**20. CDBG-DR Funding Amount Requested**

17,868,376.00

Enter the Project cost (CDBG-DR funding plus other funding for the total project cost).

**21. Total Project Cost**

17,868,376.00

**22. Upload detailed cost estimate prepared, signed, and stamped by a Licensed Architect or Professional Engineer licensed in the State of California.**

As shown through completion of the total activity budget, if awarded, CDBG-DR funds will not result in a Duplication of Benefits (DOB). CDBG-DR funds may only be used to fund a gap in your total activity budget. If an applicant, or eventual subrecipient is found to have a DOB, supplanted funds or otherwise misled HCD about the need for additional funding, the situation will be treated as fraud, waste, and abuse of federal funds and HCD may recapture all or part of the funds.

**23. Will the CDBG-DR funding request result in a duplication of benefits?**

No

If you have applied for funding, but unsure if it constitutes as funding for workforce training activities, please leave the response blank and HCD will follow-up to confirm.

**24. Have you applied for other sources of funds to operate this program?**

No

Application must include a completed total activity budget and a completed signed DOB affidavit that clearly identifies all funding sources for your Workforce training program. The Total Activity Budget (Excel template located in the solicitation files) is a detailed budget template created by HCD for applicants to use as a tool to help develop their entire program cost estimate (not just CDBG-DR portion) for all phases of the program and to document other sources. General budget categories in this budget should at minimum include activity costs and activity delivery costs. Reminder, this budget reflects all costs to carry out your proposed activities, regardless of the funding source. Use the information provided in the Total Activity Budget to complete the CDBG-DR Budget. The DOB affidavit is also included in the solicitation files to be completed and uploaded below.

**25. Total Activity Budget**

Budget Spreadsheet.xlsx

A copy of the DOB affidavit is included in the solicitation files to be completed and uploaded below. Please list out all funding sources on the DOB affidavit and signed by the Authorized Representative.

**26. Upload the completed DOB Affidavit.**

Duplication of Benefits Affidavit.pdf

Applicant must complete their applicable payee tax form (STD 204 or FI\$Cal). Payee tax forms are located in the solicitation files.

**27. Complete and upload the applicable Payee tax form for your organization/entity.**

Taxpayer ID Form.pdf

CDBG-DR budgets found in the Grants Network portal are required at application submission. Applications submitted without a complete Grants Network budget will result in an ineligible application, from which the applicant may re-submit once the application is complete.

**28. Is the CDBG-DR budget completed in Grants Network?**

Yes

Budget narratives must be included on the CDBG-DR Budget in Grants Network to explain anything that impacts how the CDBG-DR funds will move in your activity. The budget narrative should include an itemized list of how the CDBG-DR funds will be spent and when, a description of how the planned expenditures were estimated, any unfunded budget gaps, and the cost of training per trainee if any non-LMI participants are subject to training costs. The budget narrative should also include information about activity viability if the project is only partially funded. For instance, can the project scope be reduced, the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Make sure the budget narrative has a relationship to the tasks and deliverables described in the application. Applications submitted without a complete Grants Network budget narrative will result in an ineligible application, from which the applicant may re-submit once the application is complete.

**29. Does the CDBG-DR budget include a detailed narrative of your Workforce Training Program budget within the Grants Network budget template?**

Yes

## SECTION IV: Program Schedule

Application must contain a Workforce Training Program Timeline to ensure compliance with all milestones provided within the Standard Agreement. Please complete the program timeline for your applicable program activity milestones by entering the dates you project to have each completed by. All Standard Agreements are expected to be executed by the first quarter 2024.

If any milestones are not applicable to your program, please enter N/A for the date.

Applicants that are recommended for awards will be contacted via Grants Network and provided with an opportunity to update their application program timeline schedule or other data that may have aged during the Applicant review period. Applicants will have 10 days to respond to requests. Awarded Applicants (Subrecipients) shall submit monthly activity and financial reports to HCD for review in Grants Network by the 10th calendar day of the month for the previous month's activity. Monthly reports are required to be submitted beginning the month after the Standard Agreement is executed.

Please note the DR-Workforce Standard Agreement performance milestone requirements below.

1. Project Start Date: All programs must commence activity within 30 days from the effective date of the SA.
2. Public Facility Environmental Review Start Date: Within 30 days from effective date of the SA
3. Acquisition Site Control Date: Within 60 days from Environmental Record Review (ERR) clearance.
4. Construction Start Date: Within 60 days from ERR clearance or, if applicable, from Acquisition/Lease completion.
5. Construction Completion Date: Must be completed prior to training program commencement date to begin serving Beneficiaries by December 31, 2024.
6. Training Program Start Date: Within 90 days from ERR clearance or construction/acquisition completion; but must begin serving Beneficiaries by December 31, 2024.
7. Fifty percent (50%) of the funds expended Date: At least ten (10) months prior to the Expenditure Deadline.
8. Final Expenditure Date: No later than January 31, 2026.
9. Program Closeout Date: No later than May 1, 2026.

## 30. PROGRAM MILESTONE TIMELINE

All programs must commence activity within 30 days from the effective date of the SA.

**Milestone #1: Date projected to Start DR-Workforce activities (incurring costs):**

Within 30 days of from the Standard Agreement (SA) effective date

Programs that have Public Facility activities (rehab/improvements/acquisition) must commence the Environmental Record Review process within 30

days from effective date of the SA.

**Milestone #2: Date projected to begin the Public Facility Environmental Review:**

Within 30 days of from the Standard Agreement (SA) effective date

Programs that have Public Facility Acquisition activities must successfully complete Acquisition or lease within 60 days from Environmental Record Review (ERR) clearance.

**Milestone #3: Date projected to have Acquisition Site Control:**

NA

Programs that have Public Facility construction related activities (rehab/improvements) must successfully begin to incur Construction costs within two (2) months from ERR clearance or, if applicable, from acquisition/lease completion.

**Milestone #4: Date projected to start construction:**

Within 60 days of ERR clearance

Programs that have Public Facility construction related activities (rehab/improvements) must complete Construction prior to the training program start date to begin serving Beneficiaries by December 31, 2024.

**Milestone #5: Date projected to complete construction:**

By December 31, 2024

All training programs must commence the approved training program and services within three (3) months from ERR clearance or construction/acquisition completion; but must begin serving Beneficiaries by December 31, 2024.

**Milestone #6: Date projected to Start the Training Program:**

Within 3 months from construction completion

Fifty percent (50%) of the Program funds must be expended at least ten (10) months prior to the Expenditure Deadline and serve fifty percent (50%) of its Beneficiaries identified in the application no later than six (6) months prior to the Expenditure Deadline.

**Milestone #7: Date projected to expend Fifty percent (50%) of the CDBG-DR awarded funds:**

April 1, 2025

Subrecipient must serve one hundred percent (100%) of its Beneficiaries identified in the application prior to the Expenditure Deadline and expend all program funds by January 31, 2026.

**Milestone #8: Date projected to Expend all CDBG-DR awarded funds:**

January 31, 2026

All DR-Workforce programs must commence the closeout process and submit a final activity report no later than 90 days from the expenditure deadline date.

**Milestone #9: Date projected to Close-out:**

April 30, 2026

## SECTION V: PROGRAM PLANS

Programs must offer free training to ELIGIBLE training participants (eligible = income qualified).

**31. Are all job training and accompanying services provided at no cost to eligible LMI trainees?**

Yes

General policies and procedures should include at minimum a section on: trainee recruitment, fee structure to participate (income eligible trainees cannot be charged but over income trainees could be, depending on your program's policies), the program's schedule, who can participate, and a description of the training courses and services offered.

**32. Do you have policies and procedures for the workforce training program proposed in this application?**

In Development

Application intake policies and procedures at a minimum should include application intake process, income verification, income documentation collection, eligibility review, and documentation maintenance.

**33. Do you have policies and procedures related to application intake for trainees?**

In Development

Include information on financial resources and staff capacity to sustain the project past the life of this grant.

**34. Describe how the organization plans to sustain the proposed new or expanded Workforce training program(s).**

The programs currently in development will be completed no later than 30 days from the effective date of the Standard Agreement.

Each entity providing training in the facility will sustain the proposed programs after the grant period ends through their own resources or through new grants they are awarded.

## SECTION VI: DUE DILIGENCE

Applications are required to include a completed authorizing resolution using the applicable Department approved authorizing resolution form and approved by the applicant's governing board. The authorizing resolution designates a person or persons responsible for, and authorized to, execute all documents related to the application of CDBG-DR funds. The Jurisdiction and the Organization Authorizing Resolution Templates are in the solicitation files. Please upload the Applicant's applicable Authorizing Resolution. If a governing body must prepare a separate resolution concurrently that confirms to its local standard, it may do so in addition to preparing the resolution form provided by the Department.

Applicants must submit their approved resolutions on the form provided by the Department by the application submission due date. The Department will NOT accept resolutions after this time.

**35. Upload the approved and adopted Authorizing Resolution for the application.**

res\_2023\_61.pdf

Proof of the Authorized Representative may be a screenshot of the authorized individual from your organization/jurisdiction website.

**36. Upload proof of identification of Authorized Representative.**

Town Manager as Designee.png

Applicants must provide proof from the federal System for Award Management that the Applicant, all application Partners, developers, consultants, and contractors participating in the application, the potential administration of the award, or the potential implementation of the activity are not debarred. HCD will perform a due diligence check at <https://sam.gov> to confirm that applicants are not on the federal government's debarment list.

**37. Is the primary Applicant or any of the Partners named in this application debarred from doing business with the federal government?**

No

**38. Upload applicable proof from the Federal System for Award Management (SAM).**

SAM Proof.pdf

Poor past performance would not be cause for in-eligibility, but would result in a high-risk rating, assigned technical assistance (TA), and likely a special condition as part of the Standard Agreement.

**39. Has the applicant or any partners received a monitoring report from a federal agency, or an agency on behalf of a federal grant in the last 2 years?**

No

All non-federal entities that expend \$750,000 or more in federal awards in a fiscal year are required to have a single audit for that year in accordance with the Single Audit Act of 1984, Single Audit Act Amendments of 1996, and 2 CFR §200 Subpart F-Audit Requirements.

**40. Has the primary applicant or any of the identified Partners been required to submit a Single Audit to the State Controller's Office?**

No

Provide details on the level of federal grant experience for this program's key staff and whether they are new hires or existing staff. For any staff recognized as having federal grant experience, please indicate the length of experience over time for each staff and which entity they are associated with (primary Applicant or Partner). If acquisition and/or construction activities are included in the Applicant's Workforce Training Program, then the Applicant and/or partner must have at least 1-year of experience with federal grants in carrying out federally funded acquisition and/or construction.

**41. Provide details on the level of staff experience with CDBG-DR or other federal grants management. Between the primary Applicant and the identified Partners, indicate how many years of related experience for each staff role listed.**

The staff at the Town of Paradise have significant experience working with CDBG, CDBG-DR, EDA grants, USDA grants, and Federal Highway Administration Grants. Combined experience of Town staff exceeds 10 years.

Provide details on the level of workforce training program experience for this program's key staff and whether they are new hires or existing staff. For any staff recognized as having workforce training program experience, please indicate the length of experience over time for each staff and which entity they are associated with (primary Applicant or Partner). Applicant an/or Partner must have at least 3-years combined experience with workforce training programs.

**42. Provide details on the level of staff experience with workforce training programs? Between the primary Applicant and the identified Partners, indicate how many years of experience for each staff with Workforce training experience.**

Town of Paradise: 0 (The Town of Paradise does not undertake direct workforce training programs, but has been a long-time collaborator with the other entities listed.)

Butte College: 57 years (Butte College began offering vocational training at their community college campus in 1967)

Paradise Unified School District/Paradise High School: 70 years (Paradise High School opened in 1954)

Valley Contractors Exchange Workforce Foundation: 2 years (Valley Contractors Exchange Workforce Foundation is the official training arm of Valley Contractors Exchange)

Northern Rural Training and Employment Consortium (NoRTEC): 41 years (Executed their Joint Powers Authority in 1983)

**NoRTEC Credentials:**

Staff providing case management, career services, and or support services have a variety of certifications, credentials, licenses and or degree's that are applicable to providing Social and Workforce Development services and activities. They include but are not limited to:

**Degrees:**

- B.A Psychology- Minor in Career and Life Planning
- B.S. Neurobiology, Physiology, & Behavior
- B.A English /Teaching Credential
- AA Liberal Studies

**Certificates/Credentials:**

- Certified Workforce Development Professional (CWDP) Certification
- Job and Career Transition coach (JTCT)
- Career Advising Certificate Program - UC San Diego
- Teaching Online Essentials - UC San Diego
- NAWDP 5 Core Competency Training-Dynamic Works
- Foundations of Workforce Development Professional Cert - Dynamic Works
- Workforce Starter Roadmap-Workforce Development Academy-Dynamic Works
- Human Resource (SHRM Certification)

**Additional Trainings (applicable to serving participants):**

- Child Abuse Mandated reporter
- Mental Health First Aid
- Diversity in the Workplace
- Implicit Bias
- Active Shooter / FEMA
- CPR/First Aid / Bloodborne Pathogens
- Data Privacy PII
- Customer Service / De-escalation
- ASCEND

**Butte College Credentials**

- a. Patricia Hubbard RN, ADN- 18 years of experience
- b. Amelia Taylor RN, BSN - 12 years of experience
- c. Linda Cavaness LVN, ADN - 20 years of experience
- d. Mollie Openshaw LVN, ADN - 30 years of experience

**PUSD Credentials**

Kelly Gordon - CTE Administrator with Butte County Office of Education

- Supported CTE Pathways in schools across the county
- Provided Professional Development for CTE Teachers from Butte County Office of Education high schools and adult ROP Programs, Inspire School of Arts and Sciences, and Tehama County Office of Education CTE Credential candidates
- Helped run CTE Curriculum Development Institutes through CTE Online platform (in partnership with the California Department of Education)
- Developed CTE opportunities for students in Alternative Education settings

- Helped develop and oversee Middle School Career Camps
- Presented on curriculum development at national Association for Career Technical Education (ACTE) conference
- Presented on Middle School Career Camps at statewide Educating for Careers conference
- Served as principal for adult Registered Dental Assisting (RDA) Regional Occupational Program (ROP)

Leadership Development Institute for CTE Leaders statewide through California Department of Education (21/22 school year cohort)

Statewide Administration Ambassador for CTE Online platform (21/22 School Year)

Administration Ambassador for CACTE, California chapter of Association for Career Technical Education ACTE (2022-present)

Tehama County Office of Education CTE Credential Program Advisory Board Member (2022-present)

Lowell Forward – Ag/Welding/Industrial Arts Instructor

Lowell experience goes far beyond teaching. His experience has included building a tiny house, teaching kids plumbing, electrical, and welding. Prior to teaching he has lived a life that requires you to use your hands to work, build, and repair. Another thing that Lowell demonstrates is that learning never ends and this is demonstrated by his constant efforts to learn and gain additional credentials. Below is list of experiences, work and accomplishments of Lowell:

Raised on a cattle ranch

Worked as a carpenter on a ranch that also operated as a motel with cabins

Worked as a Timber Faller to get through school

Multiple Credentials and Degrees

Taught at a construction academy and while teaching received a Building Trades Credential

Received his Industrial Technology Credential

Just finished all his work for an Ag Credential

Built multiple houses performing all the work in all the trades

Currently lives on a small farm raising primarily sheep, but also other small animals

PUSD Teacher for 18 years

Valley Contractors Workforce Foundation Credentials

Current Staff:

- VCWF has one Construction Training Instructor current who will complete the NCCER certification process prior to the launch of this programming.
- Current staff will complete and possess up-to-date OSHA-10 and CPR certification.
- VCWF's Construction Training Instructor has significant industry experience which is sufficient for current instruction.

Staff to be Hired:

- VCWF will hire at least one additional Construction Training Instructor for general construction training who will have or will complete the process of NCCER certification.
- VCWF will hire a specialized Construction Training Instructor with plumbing and/or electrical specialization who will have or will complete the process of NCCER certification.
- All potential staff will be required to have extensive industry experience.

Expected Credentials and Qualifications:

- NCCER certification
- OSHA 10 safety training
- CPR certification
- Minimum of 5 years of field experience in their respective trades.

**43. Provide a narrative to identify who will manage the program, their qualifications or experience, how they will manage it, and summarize current licensing and accreditations.**

Colette Curtis, Recovery and Economic Development Director will provide high level oversight, and Brian Solecki, Project Manager will provide day to day management of the program. Colette Curtis has worked for the Town of Paradise for 10 years, overseeing multiple grant funded projects. Brian Solecki has been with the Town for three years and is an adept project manager, with experience managing very large grant funded projects from start to finish.

**44. Upload organizational chart with lines of responsibility and authority in the administration of your organization. If Partners are part of your application, include their placement in the organization chart including their staff role titles.**

Org Chart.docx

**45. If there are any gaps in current capacity, describe those gaps and how you propose to fill them. Also detail the qualifications and experience required of staff to be hired/procured, if applicable.**

Any gaps in capacity will be filled with additional Town of Paradise staff who are versed in CDBG DR, including Marc Mattox, Public Works Director and Town Engineer, and Kate Anderson, Housing Program Supervisor.

**46. Do you have Procurement Policies and Procedures?**

Yes

**Upload Procurement Policies and Procedures.**

Paradise, CA Code of Ordinances- Purchasing.pdf

**47. Do you have Policies and Procedures related to Environmental Review in accordance with the National Environmental Protection Act (NEPA)?**

In Development

All applicants that have acquisition public facility activities included in the project, regardless of funding source, will need to submit acquisition and relocation policies and procedures prior to Standard Agreement.

**48. Do you have Policies and Procedures related to acquisition and relocation in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act (URA)?**

In Development

All applicants that have construction related public facility activities included in the project, regardless of funding source, will need to submit a section 3 plan prior to Standard Agreement.

**49. Do you have a Section 3 Policy and Plan?**

In Development

All applicants that have construction related public facility activities included in the project, regardless of funding source, will need to submit construction policies and procedures that include reference to the Davis Bacon and Related Acts (DBRA) prior to Standard Agreement.

**50. Do you have Construction Policies and Procedures that include reference to the Davis Bacon and other Related Acts?**

In Development

Financial Management will address the following but is not limited to: - Internal controls – Financial reporting - Accounting records - Allowable costs - Budget controls - Cash management – Financial Management Records.

**51. Do you have Financial Management Policies and Procedures in accordance with 2 CFR 200?**

In Development

Record Management Policies and Procedures should include details on how you will maintain secure files that protect Personal Identifying Information (PII).

**52. Do you have Record Keeping and Reporting Policies and Procedures?**

In Development

Program administrators are required to make reasonable efforts to provide language assistance to ensure meaningful access for LEP persons to the recipient's programs and activities by:

1. conducting a four-factor analysis,
2. developing a Language Access Plan (LAP), and
3. providing appropriate language assistance.

Instructions about how to comply with the LEP requirements and an LAP template are provided in Appendix D of the Policies and Procedures Manual and the Application Workbook Guide.

**53. Does your organization have a written plan to address Limited English Proficiency (LEP) beneficiaries in the program?**

In Development

**54. Is the Equity Survey Form completed?**

Yes



**55. Is the Legislative Data Form completed?**

Yes

**SECTION VII: CERTIFICATIONS**

By typing my name in the field below, I hereby certify that the information provided in this application is true, correct, and complete to the best of my knowledge. I am aware that making any materially false, fictitious, or fraudulent statement or representation may subject me to penalties under Section 1001 or Title 18 of the United States Code. In addition, I am aware that if I materially violate any required disclosure of violation, including concealing a material fact, I am subject to being fined under this title or imprisoned not more than five years, or both. Applicants that rely on consultants or grant writers to prepare the CDBG-DR application are strongly encouraged to review the application for completeness and correctness prior to submittal.

**56. Application Approver Name:**

Jim Goodwin

**57. Upload your signed Statement of Assurances and Certifications (Form in solicitation files)**

Statement of Assurances.pdf

**58. Applicants that have any additional documentation to provide in support of their DR-Workforce application, may upload the documents below:**

Butte College SAM Info.pdf

**Additional File Upload**

NoRTEC SAM RQInformation\_20240520-030038.pdf

**Additional File Upload**

**Additional File Upload**

**Additional File Upload**

**Additional File Upload**

**Average Score**

0.00

**Budget Worksheet**

**View Budget Worksheet**

<https://portal.ecivis.com/peerBudget/ADEFCE25-2ACA-4536-BF0A-581FC5734C5D>

**Application Goals**

**View Application Goals**

<https://portal.ecivis.com/peerGoals/2A506CFC-449A-486D-AA6E-B35B65B5CCCCB>

**# of Reviews**

2

**# of Denials**

0

**Text**

**Applications: File Attachments**

**5. Upload a project service location map in relation to the EDIA.**

Map of Project Site in Paradise, Butte County.png

**Upload a copy of each pending or executed Partner Agreement.**

Memorandum of Understanding - TOP - Butte Colege - PUSD - Nortec - VCWF.docx

**25. Total Activity Budget**

Budget Spreadsheet.xlsx

**26. Upload the completed DOB Affidavit.**

Duplication of Benefits Affidavit.pdf

**27. Complete and upload the applicable Payee tax form for your organization/entity.**

Taxpayer ID Form.pdf

**44. Upload organizational chart with lines of responsibility and authority in the administration of your organization. If Partners are part of your application, include their placement in the organization chart including their staff role titles.**

Org Chart.docx

**57. Upload your signed Statement of Assurances and Certifications (Form in solicitation files)**

Statement of Assurances.pdf

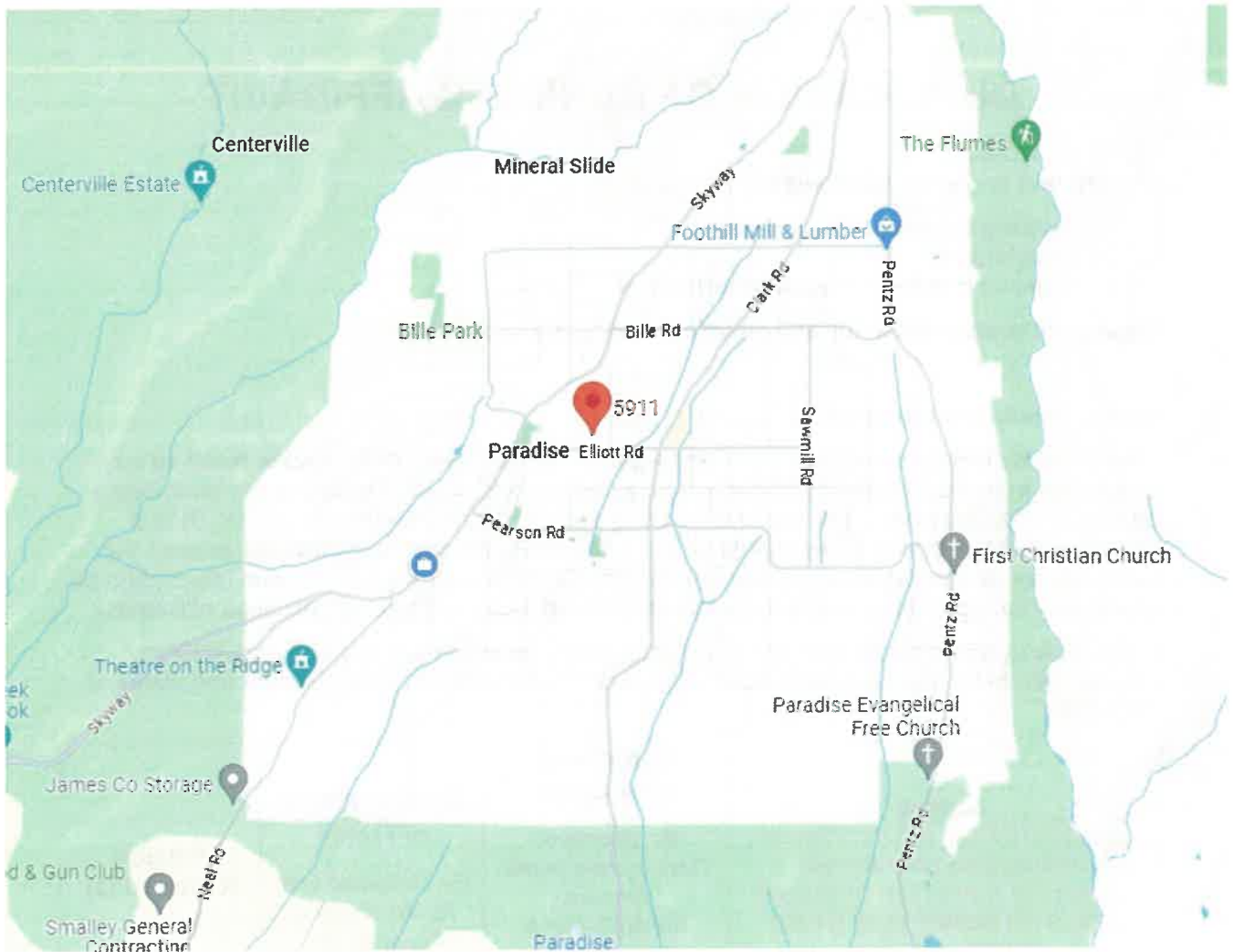
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Butte College SAM Info.pdf

**Additional File Upload**

NoRTEC SAM RQInformation\_20240520-030038.pdf

Attachment: Map-of-Project-Site-in-Paradise,-Butte-County.png



Organization Name: Town of Paradise Program Name: CDBG DR Workforce

## DUPLICATION OF BENEFITS AFFIDAVIT

### INSTRUCTIONS

The affidavit is divided into three (3) components:

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

Read each component in full and provide the accurate information.

### Part 1. Funding Sources

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

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

| <b>Source</b><br><b>INSTRUCTION NOTE: Please add further sources as necessary if they are not listed below (REMOVE THIS UPON COMPLETION)</b> | <b>Purpose of Assistance</b><br><i>Ex: Economic Development public services, Rehabilitation &amp; improvements of public facilities</i> | <b>Current Status of Funds</b><br><i>Ex: Obligated from FEMA, Pending Approval, etc.</i> | <b>Amount Received (\$)</b> |
|--|---|--|-----------------------------|
| <input type="checkbox"/> U.S. Department of Housing and Urban Development  |   |  |                             |
| <input type="checkbox"/> FEMA National Flood Insurance   |   |  |                             |
| <input type="checkbox"/> FEMA Individual Assistance or Public Assistance   |   |  |                             |
| <input type="checkbox"/> FEMA Hazard Mitigation Grant Program (HMGP)   |   |  |                             |
| <input type="checkbox"/> Small Business Administration   |   |  |                             |
| <input type="checkbox"/> U.S. Army Corps of Engineers  |   |  |                             |
| <input type="checkbox"/> U.S. Department of Transportation   |   |  |                             |

|   |  |  |  |
|---|--|--|--|
| <input type="checkbox"/> Federal Economic Development Agency          |  |  |  |
| <input type="checkbox"/> CARES Act / American Rescue Plan Act         |  |  |  |
| <input type="checkbox"/> State and Local Level Housing Department     |  |  |  |
| <input type="checkbox"/> State and Local Emergency Management Agency  |  |  |  |
| <input type="checkbox"/> State and Local Department of Transportation |  |  |  |
| <input type="checkbox"/> Insurance                                    |  |  |  |
| <input type="checkbox"/> Philanthropic Funds                          |  |  |  |
| <input type="checkbox"/> Utility Settlement                           |  |  |  |
| <input type="checkbox"/> Budgeted Local Funds                         |  |  |  |
| <input type="checkbox"/> Other: _____                                 |  |  |  |
| <input type="checkbox"/> Other: _____                                 |  |  |  |

**Part 2. Attachments**

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

**Part 3. Signature(s)**

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

**Jim Goodwin**

Authorized Representative Printed Name

**Town of Paradise**

Organization



Authorized Representative Signature

02/28/2024

Date

State of California  
Financial Information System for California (FI\$Cal)  
**GOVERNMENT AGENCY TAXPAYER ID FORM**  
2000 Evergreen Street, Suite 215  
Sacramento, CA 95815  
www.fiscal.ca.gov  
1-855-347-2250



The principal purpose of the information provided is to establish the unique identification of the government entity.

**Instructions:** You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (\*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name\*

Remit-To Address (Street or PO Box)\*

City\*  State \*  Zip Code\*+4

Government Type:  City  County  Special District  Federal  Other (Specify)   
Federal Employer Identification Number (FEIN)\*

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

|                         |                      |                  |                      |
|-------------------------|----------------------|------------------|----------------------|
| Dept/Division/Unit Name | <input type="text"/> | Complete Address | <input type="text"/> |
| Dept/Division/Unit Name | <input type="text"/> | Complete Address | <input type="text"/> |
| Dept/Division/Unit Name | <input type="text"/> | Complete Address | <input type="text"/> |
| Dept/Division/Unit Name | <input type="text"/> | Complete Address | <input type="text"/> |

Contact Person\*  Title

Phone number\*  E-mail address

Signature\*  Date



**Town Staff**

**Partner Organization**

CITIZENS OF PARADISE

TOWN COUNCIL

TOWN MANAGER  
Jim Goodwin

Project Manager  
Brian Solecki

Administrative Assistant  
Jacquelyn Blancett

Recovery & Economic Development  
Director Colette Curtis

Finance  
Finance Director /  
Treasurer Aimee Belcu

Public Works  
Director Marc Mattox

NoRTEC  
Michael Cross,  
Executive Director

Valley Contractors  
Workforce Foundation  
Amy Rohr, Executive  
Director

Butte College  
Linda Zorn, Executive  
Director (Foundation)

PUSD  
Tom Taylor,  
Superintendent

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF STATE / FEDERAL FINANCIAL ASSISTANCE  
2020 W. El Camino Avenue, Suite 670 / 200, 95833  
P. O. Box 952054  
Sacramento, CA 94252-2054  
(916) 263-2771  
[www.hcd.ca.gov](http://www.hcd.ca.gov)

GAVIN NEWSOM, Governor



## 2023 CDBG-DR Application Certifications and Statement of Assurances

The Applicant hereby certifies the following:

### 1. Legal Authority:

It possesses the legal authority to apply for and execute the proposed activity(s) in the application.

### 2. Application Authorization:

Its governing body has duly adopted or passed as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information and assurances as may be required.

### 3. Citizen Participation:

It has or will comply timely with all citizen participation requirements, which include, at a minimum, the following components:

- A. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and moderate- income for which CDBG-DR funds are proposed to be used, and provides for participation of low- and moderate-income persons associated with disaster community recovery, and
- B. Provides citizens with timely and ADA compliant access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG-DR requirements as set forth in the applicable Federal Register Notice(s), and relating to the Applicant's proposed and actual use of CDBG-DR funds, and
- C. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee, and
- D. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times





and locations convenient to potential or actual beneficiaries and with accommodation for persons with disabilities. This shall include one public meeting during the program design, monthly performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal, and

- E. Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable, and
- F. Identifies needs of limited-English speaking residents will be met in the case of public hearings where limited-English speaking residents can reasonably be expected to participate.

#### 4. National Objective:

It has developed its CDBG-DR Program so as to primarily benefit targeted income persons and households and each activity in the program meets the national objective: benefit to low- and moderate-income persons, certified by the grantee as such.

#### 5. NEPA Environmental Review:

It consents to assume, and hereby assumes the responsibilities for environmental review and decision-making in order to ensure timely compliance with NEPA by following the procedures for recipients of block grant funds as set forth in [24 CFR Part 58](#), titled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities." Also included in this requirement is compliance with [Executive Order 11988](#) relating to the evaluation of flood hazards, [Section 102\(a\) of the Flood Disaster Protection Act of 1973](#) (Public Law 93-234) regarding purchase of flood insurance, and the [National Historic Preservation Act of 1966](#) (16 USC 470) and implementing regulations ([36 CFR §800.8](#)).

#### 6. Audit/Performance Findings:

It certifies compliance with the State Controller's Office (SCO) to Single Audit Package requirements set forth in 2 CFR Part 200 for prior or future awards in excess of \$750,000.00.

#### 7. Growth Control:

It certifies that there is no plan, ordinance, or other measure in effect which directly limits, by number, the building permits that may be issued for residential construction or the buildable lots which may be developed for residential purposes; or if such a plan, ordinance, or measure is in effect, it will either be rescinded before receiving funds, or it need not be rescinded because it:

- A. Imposes a moratorium on residential construction, to protect health and safety, for a

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specified period of time which will end when health and safety is no longer jeopardized; or,

- B. Creates agricultural preserves under Chapter 7 (commencing with Section 51200) of Part 2 of Division 1 of Title 5 of the Government Code; or,
- C. Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission; or,
- D. The applicant is in compliance with Housing Element submission requirements found at CA Health and Safety Code 50829 (ca.gov),

**8. Uniform Administrative Requirements:**

It will comply with the regulations, policies, guidelines and requirements of 2 CFR Part 200 and 24 CFR Part 85 and the CDBG-DR Grant Administration Manual for 2017 and 2018 Disasters.

**9. Nondiscrimination:**

It shall comply with the following regarding nondiscrimination laws and practices as may be amended from time to time:

- A. Title VI of the Civil Rights Act of 1964 (Public Law 88-352).
- B. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.
- C. Section 109 of the Housing and Community Development Act of 1974, as amended.
- D. Section 3 of the Housing and Urban Development Act of 1968, as amended.
- E. Executive Order 11246, as amended by Executive Orders 11375 and 12086.
- F. Executive Order 11063, as amended by Executive Order 12259.
- G. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended, and implementing regulations.
- H. The Age Discrimination Act of 1975 (Public Law 94-135).

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**10. Anti-Displacement/Relocation:**

It will comply with the Federal Relocation Act ([42 U.S.C. 4601 et seq.](#)) and the acquisition and relocation requirements of the URA, as amended, and implementing regulations at [49 CFR part 24](#).

**11. Labor Standards:**

It will comply with the following regarding labor standards as may be amended from time to time:

- A. [Section 110 of the Housing and Community Development Act of 1974](#), as amended.
- B. [Section 1720, et seq. of the California Labor Code](#) regarding public works labor standards.
- C. Davis-Bacon and Related Acts as amended ([40 U.S.C. §276\(a\)](#)) regarding the payment of prevailing wage rates.
- D. Contract Work Hours and Safety Standards Act ([40 U.S.C. §3702](#)) regarding overtime compensation.
- E. Anti-Kickback Act of 1934 ([41 U.S.C. §51-58](#)) prohibiting "kickbacks" of wages in federally assisted construction activities.

**12. Architectural Barriers:**

It will comply with the Architectural Barriers Act of 1968 ([42 U.S.C. §4151 et seq.](#)) and implementing regulations ([24 CFR Parts 40-41](#))

**13. Conflict of Interest:**

It will enforce standards for conflicts of interest which govern the performance of their officers, employees, or agents engaged in the award and administration, in whole or in part, of State CDBG-DR grant funds ([24 CFR §570.611](#)).

**14. Limitations on Political Activities:**

It will comply with the Hatch Act ([5 U.S.C. §1501, et seq.](#)) regarding political activity of employees.

**15. Lead Based Paint:**

It will comply with the Lead-Based Paint Regulations ([24 CFR Part 35](#)) which prohibit the use of lead-based paint on projects funded with CDBG-DR funds.

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**16. Debarred Contractors:**

It certifies that neither the applicant or its staff are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the CDBG-DR program, per the Excluded Party List System located at <https://www.sam.gov/SAM/>. In addition, the applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the CDBG-DR program under the provisions of [24 CFR Part 24](#).

**17. Inspection of Grant Activities:**

It will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

**18. Cost Recovery:**

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG-DR funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

- A. CDBG-DR funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of public improvements that are financed from revenue sources other than CDBG-DR funds; or
- B. For purposes of assisting any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income, that it lacks sufficient funds received from CDBG-DR Program to comply with the requirements of this clause.

**19. Procurement:**

It will follow the federal procurement policies per [24 CFR §200.317 et seq.](#)

**20. Excessive Force:**

It will adopt and enforce policies:

- A. Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and

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A handwritten signature in blue ink, consisting of a stylized name, is written over a horizontal line.



- B. Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

**21. Anti-Lobbying:**

- A. It certifies and agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement per [24 CFR 87](#).
- 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 in connection with the 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.

**22. Compliance with Laws:**

The Applicant will comply with all applicable laws, rules, regulations, requirements and policies and procedures governing the activities being applied for herein and all funding provided therefor.

**23. Compliance with Community Block Development Grant Disaster Recovery (CDBG-DR) grants:**

- A. It certifies and agrees to comply with Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 ([42 U.S.C. 5121 et seq.](#)), for necessary expenses related to disaster relief.
- B. It certifies and agrees to comply with all applicable the Laws, Regulations, and Federal Register Notice's - [CDBG-DR Laws, Regulations, and Federal Register Notices | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)

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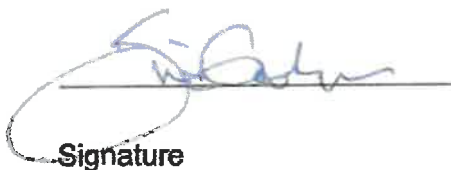
A handwritten signature in blue ink, consisting of a stylized name, is written over a horizontal line.



I hereby certify under penalty of perjury that all information contained in this Statement of Assurances (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this certification, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution and fines.

**Jim Goodwin**

Printed Name of Authorized Representative (per the Resolution)

  
Signature

**Town Manager**  
Title

**02/28/24**  
Date

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## EXHIBIT G

### SUBRECIPIENT PROFILE

### TOWN OF PARADISE

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## Applicant Information

### Linked Applicant

recovery@townofparadise.com

### First name

Colette

### Last name

Curtis

### Phone Number

5308726291

### Email

recovery@townofparadise.com

### Title

Recovery and Economic Development Director

### Company

Town of Paradise

### Company Website

www.townofparadise.com

### City

PARADISE

### State

US-CA

---

## Jurisdiction/Organization Information

### Organization Name

Town of Paradise

18-DR Workforce – 23001

Approved Date: 10/24/2023

Prep. Date: 7/23/2024

**EXHIBIT G**

**Employer Identification Number (EIN)**

94-2621899

**DUNS**

362314890

**Authorized Representative**

Jim Goodwin

---

**Organization Address**

**Address**

5555 SKYWAY

**Address 2**

**City**

PARADISE

**State**

US-CA

**County**

United States

**Congressional District/Region**

1

**Zip**

95969

**Phone**

5306801409

**Is or will there be a program operator or consultant, other than the applicant on this activity?**

No

**Responsible Representative Email:**

ccurtis@townofparadise.com

18-DR Workforce – 23001  
Approved Date: 10/24/2023  
Prep. Date: 7/23/2024



**EXHIBIT G**

**Are you applying on behalf of an additional jurisdiction?:**

No

Business/Finance Contact (if required)

**Business/Finance Representative**

Kate Anderson

