

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-CDBG-PL-20037

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 (HCD)

CONTRACTOR NAME

City of Lakeport

2. The term of this Agreement is:

START DATE

7/1/2023

THROUGH END DATE

7/1/2026

3. The maximum amount of this Agreement is:

\$208,650

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions	04/2017
+ - Exhibit D	CDBG Program Terms and Conditions	25
+ - Exhibit E	Program Application	21

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

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

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

CONTRACTOR

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

City of Lakeport

CONTRACTOR BUSINESS ADDRESS

225 Park Street

CITY

Lakeport

STATE

CA

ZIP

95453

PRINTED NAME OF PERSON SIGNING

Kevin Ingram

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

8/22/2023

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PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Avenue

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

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 6/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

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

2. Scope of Work

- A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E, and the Application which is on file with the Department and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to

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- comply with CDBG requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.
- B. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit B, and as detailed in Exhibit E, Budget Worksheet. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.
- C. Except for General Program Administration, grant activity(ies) must meet one of the following three CDBG National Objectives:
- 1) Benefit to Low/Moderate Income Persons or Households,
 - 2) Urgent Need, or
 - 3) Elimination of Slums or Blight as defined in 24 CFR 570.483.

3. **Effective Date and Commencement of Work**

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

4. **Term of Agreement and Performance Milestones**

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

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

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

D. **Scope of Work Revisions and Amendments**

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

EXHIBIT A

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

E. **State CDBG Program Contract Management**

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

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

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

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

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

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

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BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

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

Funding in this Agreement may include either or both:

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

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2. Availability of Funds

The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of CDBG funds and continued federal authorization for CDBG activities, as well as the conditions set forth in Exhibit D, Section 33. The Department's provision of funding is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification or termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Eligible Costs

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

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

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

4. **Method of Payment**

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

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

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the Expenditure Deadline of this Agreement.

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

5. **Budget Revisions and Amendments**

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

- A. Budget Revisions: Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:
 - 1) Adjustments that reallocate funds between budget line items, including between General Administration funding, activity funding, and Program Income resources, including both Program Income cash on hand, and Program Income projected receipts, but that otherwise does not change the overall budget total, the scope of work, the National Objective, and type and count of estimated beneficiaries. Reallocations involving General Administration funding are subject to applicable General Administration caps identified in the Notice of Funding Availability.
 - 2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing the overall budget.

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

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

6. Grant Closing Requirements

A. Expenditure Deadline:

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

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

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

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

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

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

EXHIBIT D

CDBG PROGRAM TERMS AND CONDITIONS

Federal Grant Identification

CFDA Number: 14.228

1. Definitions

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

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

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

2. **Eligible Activities**

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

3. **National Objectives**

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

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

4. **Termination and Remedies for Noncompliance**

Awards as secured by this Agreement may be terminated by the Department in whole or in part as per federal regulation at 2 CFR 200.339. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.340.

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

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- B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR 200.339(b).
- 1) The Department may initiate remedies for noncompliance as identified in 2 CFR 200.338 at any time it has been determined that the Grantee is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination.
 - 2) Prior to terminating this Agreement for cause or noncompliance, the Department shall submit written notice specifying noncompliance and/or specifying the event or events that if not cured would constitute an event of default. The Department's written notice shall identify remedies for cure. Grantee shall have thirty (30) calendar days from receipt of notice to fully cure. This period may be extended at the Department's discretion for a reasonable period of time if the Grantee is acting in good faith to cure the noncompliance or cause. Any extension of the cure period must be communicated in writing by the Department.
 - 3) The Department's remedies for Grantee's noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere may include, as appropriate:
 - a) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - b) Disallow (that is, deny use of funds) all or part of the cost of the activity or action not in compliance.
 - c) Wholly or partly suspend or terminate the current award for the Grantee's program or project, as applicable.
 - d) Withhold further and/or future awards of CDBG funds.
 - e) Request that HUD initiate federal suspension debarment proceedings.

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

5. **Severability**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

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6. **Waivers**

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

7. **Uniform Administrative Requirements**

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

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

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

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

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

9. **Affirmatively Furthering Fair Housing**

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

10. **Equal Opportunity Requirements and Responsibilities**

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

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

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

- C. The Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.
- D. Contractor or its Service Providers must make known that the use of the facilities, assistance, and services are available to all on a Nondiscriminatory basis. If it is unlikely that the procedures the Contractor or its service providers intend to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the Subrecipient or its service providers must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.

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

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

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

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

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

The Grantee and any of its Subrecipients and/or Contractors shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. The responsibilities outlined in 24 CFR Part 75.19 include:

- A. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and

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Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

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

Section 3 Clause

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

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

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

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

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

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

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

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

- C. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in 24 CFR Part 75.25(b), as appropriate, to reach the goals set forth in 24 CFR Part 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

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

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13. Environmental Compliance

- A. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*, as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.
- B. Grantee shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401, *et seq.*
- C. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.
- D. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- E. Grantee shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.
- F. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they

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apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

- G. Grantee shall comply with all National Environmental Policy Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR Parts 1500 – 1508. The CARES Act provides that CDBG-CDBG funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not execute this Agreement nor receive reimbursement for pre-agreement eligible activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

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

14. **Procurement**

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

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15. Procurement of Recovered Materials

- A. Grantee and the Grantee's contractors shall comply with Section 6002 of the Solid Waste Disposal Act of 1965, as amended by the Resource Conservation and Recovery Act. The Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines that such items:
- 1) are not reasonably available in a reasonable period of time;
 - 2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - 3) are only available at an unreasonable price.
- B. This clause shall apply to items purchased under this Agreement or subsequent contract where:
- 1) the Contractor purchases in excess of \$10,000.00 of the item under this Agreement; or
 - 2) during the preceding federal fiscal year, the Contractor:
 - a) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and
 - b) purchased a total of in excess of \$10,000.00 of the item both under and outside that contract.

16. Contracting and Labor Standards

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

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- B. Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.
- C. Grantee shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

17. **Prevailing Wages**

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.
- C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction

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contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

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

18. **Contractors and Subrecipients**

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

19. **Requirements for Economic Development Activities**

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

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

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

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

21. **Prohibition Against Payments of Bonus or Commission**

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

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

22. **Reporting Requirements**

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

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- detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Grantee's performance under this Agreement will be evaluated in part on whether it has submitted the reports on a timely basis.
- B. Reporting Period: Grantee shall submit reports quarterly, and as required for semi-annual and annual reports, and shall continue to submit reports until such time that the activity is complete, a National Objective has been met and beneficiaries have been identified. The reporting period for this activity may extend beyond the Contract Expiration Date as defined in Exhibit A.
 - C. Final Activity and Financial Reporting Deadline: Grantee shall complete by deadlines shown in Exhibit B Section 6 "Grant Closing Requirements".
 - D. Asset Reporting: Grantee shall report annually on the status of all assets (real and personal property, equipment, and vehicles) purchased in whole or in part with CDBG funds for no less than five years from the completion of the activity that generated the asset. Reporting shall continue until the property is disposed, fully depreciated, or, in the event of real property, the five-year commitment to a National Objective has been completed.

23. **Fiscal Controls**

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

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

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the result of Grantee's or its contractor's conduct under this Agreement. Grantee shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.

- D. Fiscal Records: All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 25 of this Agreement.
- E. Program Income: Any and all Program Income received by Grantee during the administration of this Agreement must be receipted and deposited into a separate Program Income account. Program Income funds may not be comingled with CDBG grant funds in a single account.

24. **Reversion of Assets**

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

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

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

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25. **Monitoring Requirements**

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

Grantees and applicable subrecipients shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HCD contract has been closed according to the record retention requirements at 2 CFR 200.333.

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

26. **Inspections of Grant Activity**

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

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

27. **Signs**

If the Grantee places signs stating that the activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

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28. Insurance

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

EXHIBIT D

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

29. **Anti-Lobbying Certification**

Grantee shall comply with and require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for such failure.

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

30. **Conflict of Interest**

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, including members and delegates to the Congress of the United States may obtain a financial interest or benefit from a CDBG assisted activity, or have a financial interest in any contract, subcontract

EXHIBIT D

or agreement with respect to a CDBG assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

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

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

32. **Energy Policy and Conservation Act**

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

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

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:
 - 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 - 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional

EXHIBIT D

restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

- 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
 - 4) The Department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.
- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.

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

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

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

Detecting, Preventing, and Reporting FRAUD

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

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

EXHIBIT D

Combatting Fraud

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

HUD cannot combat fraud alone.

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

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

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

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

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

E-mail to: hotline@hudoig.gov

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

By Fax: 202-708-4829

By Mail:

Department of Housing & Urban Development.

HUD OIG, Office of Investigation, Room 1200

Field Office

One Sansome Street

San Francisco, CA 94104

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

HUD OIG, Office of Investigation

Suite 4070

Regional Office

300 North Los Angeles Street

Los Angeles, CA 90012

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

Program Name: Community Development Block Grant (CDBG)

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

Approved Date: 04/20/2023

Prep. Date: 5/31/2023

Activity: City of Lakeport Housing Program Plan

Linked Form Applications

City of Lakeport Housing Program Implementation Plan

Linked Form Profile

EXHIBIT E

Award Number

22-CDBG-PL-20037

PO Number

Section I

Activity Category

Planning

Activity (P)

20A State Planning-Only Activities

National Objective (P)

(LMC) Low/Mod limited clientele benefit

Check this box if the activity is in support of housing

This activity supports housing

Section II

Measure Indicator (P)

Households

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

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

Number of Beneficiaries

50

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

Presumed Benefit Types**Additional Benefit Types**

Single Adults, Families, Other

Section III

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

Organization Name

City of Lakeport

Organization Street Address

225

Organization Street Name

Park Street

Organization City

Lakeport

Organization State

California

Organization Zip Code

95453

Program Census Location

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

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

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

County Code

033

Census Tract

400

Census Block Group(s)

01, 02, 03, 04

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

No

Are you using an income survey?

No

Low Mod percentage

41.50

Section IV

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

Activity Title

City of Lakeport Housing Program Plan

Activity Street Address:

225

Activity Street Name:

Park Street

Exhibit E

Activity Suite:

None

Activity City:

Lakeport

Activity State:

California

Activity Zip Code:

95453

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

Activity Description

The City of Lakeport, in an effort to better serve the communities housing needs, is requesting a planning grant under the 2022 CDBG program funding to prioritize the needs of our community in the development of a Housing Program Implementation Plan. The City of Lakeport has actively participated in the implementation of housing programs in past years and operated the programs internally but due to changes in staffing, retirements, and other impacts, the programs have not continued and have been stagnant since 2015. This has left a significant gap in housing services in the City of Lakeport.

To prepare the City for a successful program and to increase the internal capacity of City staff, the City will develop the following programs including outreach to trainings as part of this planning activity:

Owner Occupied Rehabilitation Program

Homebuyer Program (First Time Homebuyer and Home Buyer)

Tenant Based Rental Assistance (Security Deposit Program and Rental Assistance Program)

Subsistence Payment Program (Utilities and Eviction Prevention Program)

In an effort to ensure the program implementation plan is complete and to increase staff capacity, trainings with the non-profit group, Neighborworks, will be completed. This will work to ensure the policies and procedures developed are complete and documented for the ongoing knowledge for implementation and will be long-lasting and continue in the City programs into the future. The purpose of the activity is for the City to complete the structural integrity, capacity, and procedures of the identified housing programs for income qualified residents of Lakeport. All programs will be focused on meeting the needs of income qualified residents of the City of Lakeport and developing staff to develop the implementation plan for the programs.

All guidelines will also address other programs available and review the duplicative benefits process to ensure all other programs are connected to the household. The program will be marketed to all qualified members of the community and will have targeted advertisement to those populations that may have been underrepresented in participant groups in other similar programs. This will include outreach to organizations that represent minority groups and inclusion in the development of the plan to ensure all efforts are made to meet the equity of the community.

Owner Occupied Rehabilitation:

Owner Occupied Rehabilitation was a primary program offered by the City of Lakeport in past operations. The program will help homeowners who are financially unable to bring their homes into compliance with the City's building code or make other needed repairs to their homes. This program will also be designed in a way that removes unnecessary barriers and targets those who may be underrepresented as potential participants. There are many ways this program will benefit the qualified residents of the city. In developing the program, the city will consider several opportunities, i.e. seniors, energy efficiency, fire safety, and other needs to ensure safe and healthy homes. The program will be designed to help maintain decent, safe, and affordable housing for income-eligible members of the Lakeport community.

With the current need for reducing our energy footprint and increasing our energy efficiency, there are many opportunities the city can participate in with the qualified residents in the City of Lakeport. Improving HVAC systems, windows, roofing, insulation, and other areas of the home as well as keeping the safety of community members a high priority. The city will develop a standards that would help to create a fire-safe housing situation. This will include Fire-proof exterior paint, fire-proof siding, and vinyl fencing. We will use the CalFire recommendations that outline the inside Defensible space zones, and as members of a Wildland Urban Interface (WUI) keep the “ember-resistant zone” clear program, improvements will be outlined to ensure this is followed. The City would support income-eligible participants to work towards this goal. Safe roofing, creating space away from the home to store firewood, garbage or recreational vehicles are all items that CalFire recommends ensuring the safety of the homes. <https://www.fire.ca.gov/dspace/>. These types of site improvements would be kept within the CDBG limits of general property improvements but also allow the City to develop a program that other funding sources may enhance and support.

Another key element of an OOR program is to support the aging community in the City of Lakeport. The OOR program will also include the support of being able to stay in their own homes while aging and ensuring that the housing meets the standards of safety that a person requires as they age. The benefits to the community members of being supported in the effort to age in place are numerous. Given the effects of the pandemic on the senior population, we know that congregate living is not ideal for the senior population.

When considering our senior population, the city has found that according to The U.S. Centers for Disease Control and Prevention aging in place gives your loved one the ability to “live at home and in their community safely, independently, and comfortably, regardless of age, income, or ability level.” Aging in place costs less for the community and the seniors. Many seniors have almost paid off their home mortgages, making the idea of staying in their homes more attractive. For a senior in California, they could expect to pay around \$4,275 a month (<https://www.seniorliving.org/california/>) if they require any assistance with Activities of Daily Living. The price goes up based on need. To stay in their own home would be an incredible savings. Another benefit is the protection being on their own home provides for Seniors. The Nursing Home Reform Act of 1987 legislates basic rights of seniors but does not provide adequate protections that can harm seniors in nursing homes. Additionally, the ability to maintain a social life benefits the senior populations in many ways: the benefit of relationships that have developed over time and community in neighborhoods. Especially for seniors who only need occasional help, aging in place is the best way to maintain independence and freedom. Even when some help is needed, aging in place lets you choose who will help and how they will help. This can be especially important when getting help with things like finances where it is vital to make sure that the person helping has your best interests in mind.

According to The U.S. Department of Housing and Urban Development, seniors who age in place can save thousands of dollars per month in care costs. The benefit to the community is seen beyond the benefit to the seniors. When the houses are maintained and improved, the value of the neighborhood goes up. The value of the homes is maintained beyond the need of the seniors and becomes marketable housing to those who would later income qualify.

TBRA/Subsistence Payment Programs

With the housing crisis in mind and the need to assist low-income households as a priority, the City will develop a Tenant-Based Rental Assistance Program (TRBA)/Subsistence Payment Program. The program(s) will be designed to assist income-eligible households with rent, security deposits, and/or utility payments/deposits. The program will outline for how long assistance will be provided, at what rate assistance will be made available, and what the eligibility requirements will be. In an effort to make the process efficient and successful, the city plans to develop the program with ease of use in mind, eliminating any undue barriers to members of the community.

Homebuyer Program:

The City of Lakeport has participated in a Homebuyer Program using funding from CDBG and HOME in the past. With the past and current market events, one of the most formidable challenges to homebuying is the down payment and interest rate. The City of Lakeport seeks to develop a program that would support those that are able to make the payments but need help with the down payment and buy down to the interest rate to ensure affordability. The city will work with city staff, lenders, agents, affordable housing advocates, target users and the loan committee to discuss the options allowed under the program, develop guidelines, and outline a program that will provide flexibility to the market and provide a program that will work to support homeownership and success for the participants. We anticipate the program will provide loans that would be repaid in the event that the homebuyer no longer occupies the home as their primary residence or has a change of use or 40 years, whichever occurs first, based on program requirements. The funds will then be returned to the city Program Income Account and that money would go to

another program participant. The goal is to create a revolving fund for this supportive housing activity and create homeownership in the City of Lakeport

Beginning in 2015, several fires have ravaged Lake County, destroying over 70% of the County and resulting in a loss of ~8% of the housing stock. The 2020 Point-In-Time annual census performed by the Lake County Continuum of Care revealed that 177 people (out of 332 surveys) responded that one of these devastating fires resulted in their homelessness. The City of Lakeport is one of the few areas in Lake County located outside of the Wildfire Urban Interface (WUI). Additionally, Lakeport has a functioning water system complete with fire suppression capabilities. The City of Lakeport's goals are to equitably provide members of the local community the opportunity to live in safe neighborhoods, improve and harden existing housing stock to make them more fire resistant and energy efficient and employ housing strategies to support the aging population. Goals that could be accomplished by having a robust Housing Program Implementation Plan.

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

Detailed Scope of Work - Task Narrative

The City of Lakeport will implement the Activity scope of work in a combination of overlapping tasks and has provided a detailed deliverable outline in then next section related to each task identified. The process to be implemented will ensure we are capturing the nuances of our community as well as the necessary processes, policies, and procedures that are identified through our training and capacity building. Our goal in the process is to ensure we develop strong programs that will match the needs of the community, be flexible in the future as those needs change, increase capacity of our team, and leave a strong policy and procedures process in place to ensure future teams will be able to continue the program and not leave a gap in service in the future.

Activity Task

Task 1: Execute Contract with State

Task 2: Establish Stakeholder Groups for each program

1. Owner Occupied Rehabilitation Program:

- a. Building Division
- b. Code Enforcement Officer
- c. Contractor
- d. Senior advocate
- e. Minority/Tribal Group Participant(s)
- f. City Council Representative
- g. City Community Development Department
- h. City Fiscal Team Representative
- i. Non-profit member representative(s)

2. Homebuyer Program (First Time Homebuyer and Home Buyer)

- a. Lender(s)
- b. Lake County Representative
- c. Real Estate Agent(s)
- d. Building Division
- e. Minority/Tribal Group Participant(s)
- f. City Council Representative
- g. City Community Development Department
- h. City Fiscal Team Representative
- i. Non-profit member representative(s)

3. Tenant Based Rental Assistance (Security Deposit Program and Rental Assistance Program)

- a. Lake County Representative
- b. Housing advocate (CoC)

Exhibit E

- c. Minority/Tribal Group Participant(s)
- d. City Council Representative
- e. City Community Development Department
- f. City Fiscal Team Representative
- g. Non-profit member representative(s)

4. Subsistence Payment Program (Utilities and Eviction Prevention Program)

- a. City Community Development Department
- b. City Fiscal Team Representative
- c. County of Lake Representative from Health and Human Services
- d. County of Lake Representative from Department of Social Services
- e. Minority/Tribal Group Participant(s)
- f. City Council Representative
- g. Non-profit member representative(s)
- h. Community Faith Based Organization representative(s)

Task 3: Establish Training Calendar

Identify the course work and team members that will attend, register, and develop schedule for attendance.

Task 4: Outline Program Guidelines

Begin outline of the program guidelines for the following programs:

1. Owner Occupied Rehabilitation Program
2. Homebuyer Assistance Program (First Time Homebuyer and Home Buyer)
3. Tenant Based Rental Assistance (Security Deposit Program and Rental Assistance Program)
4. Subsistence Payment Program (Utilities and Eviction Prevention Program)

The outline will be used at the meetings with stakeholders to begin the development process of the final program guidelines.

Development team will use current sample guidelines provided by the CDBG/HOME Programs as well as other samples obtained from other jurisdictions with successful programs.

Task 5: Hold First Meeting with Stakeholder Groups (4-hour meeting)

1. Owner Occupied Rehabilitation Program
2. Homebuyer Program (First Time Homebuyer and Home Buyer)
3. Tenant Based Rental Assistance (Security Deposit Program and Rental Assistance Program)
4. Subsistence Payment Program (Utilities and Eviction Prevention Program)

The meeting will be to review and discuss the program(s), provide a background to the program(s), the desired outcomes, the community need, the program requirements and background on the Federal Regulations. The team will review with the group for each program the key components that will need to be determined by the group for recommendation to the City Council. Additionally, outreach and inclusionary procedures will be reviewed and discussed as part of the marketing plan. Meetings following the first meeting will be hour long meetings and surveys rather than the full educational process that will be provided at the First Meeting.

Task 6: Review of Training with team

Regular meetings with the team in training to discuss the course work, outcomes, and what elements need to be folded into the guidelines and policies and procedures processes.

Task 7: Software review and selection

The fiscal team will begin outreach to software companies and begin demonstration for programs that will work with the financial software at the city to track and manage federal grant programs and loan portfolios.

Task 8: Federal Fiscal Policies and Procedures

The city fiscal team will review in full the PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS. The team will work with their auditor and consultant staff to develop and implement Federal Fiscal Policies and Procedures for time accounting that will be integrated into their daily processes. This will be dependent on the software program that is selected as part of Task 7. A manual will be developed that will be a fixture in training and

ensuring each procedure is outlined and followed to ensure the highest level of compliance in the City's processes.

Task 9: Final Guidelines

Final guidelines will be established and presented to the City Council for approval as follows:

1. Owner Occupied Rehabilitation Program
2. Homebuyer Program (First Time Homebuyer and Home Buyer)
3. Tenant Based Rental Assistance (Security Deposit Program and Rental Assistance Program)
4. Subsistence Payment Program (Utilities and Eviction Prevention Program)

Through the process of meetings with the stakeholders, staff, training information, and consultants, the guidelines will be reviewed, submitted to HCD programs for input and finally submittal to the Council for final approval and adoption.

Task 10: Policies and Procedures

Final policies and procedures will be developed as follows:

1. Implementation of an Owner-Occupied Rehabilitation Program
2. Implementation of a Homebuyer Program (First Time Homebuyer and Home Buyer)
3. Implementation of a Tenant Based Rental Assistance (Security Deposit Program and Rental Assistance Program)
4. Implementation of a Subsistence Payment Program (Utilities and Eviction Prevention Program)

This will include the required forms and processes to implement as well as the links, resources and manuals required for a successful program.

Grant Management Task**Grant Management Task Narrative:**

These identified tasks below will be completed during the entire contract period and will happen simultaneously with the other tasks as provided.

Task 1: Administrative

City staff in coordination with the Administrative Consultant will ensure compliance with the following including the documenting the files, managing documentation, and ensuring updates to the Public Information Binder:

National Benefit Compliance:

1. LOW/MOD Benefit: Documents to support

Fiscal Compliance:

1. Accounting procedures compliance with 2 CFR Part 200
2. Fiscal oversight and disbursement process
3. Funds Request Audit: Provide all funds requests with corresponding back up documents
4. Verification of payments: Provide copies of all warrants issued for payment
5. Cash management Procedures
6. Timecard review for compliance to ensure subrecipient keeps appropriate time distribution records and makes appropriate charges to the CDBG program
7. Ensure that City procedures to ensure adequate safeguards for preventing loss, damage or theft of CDBG property (if applicable)

Procurement Compliance:

1. Review of procurement procedures
2. Review and document procurement files
3. Review of all contracts to ensure compliance with all contract language
4. Review of approvals prior to expenditure

General Compliance:

1. EEO/Employment Policy
2. Drug Free Workplace Policy
3. Program Record Keeping
4. Conflict of Interest

Task 2: Complete Funds Request and required reporting:

We anticipate monthly grant draws to occur but will at a minimum complete funds request on a quarterly basis via the eCivis portal.

City staff will provide copies of all invoices, warrants and city financial reports as verification of payment and audit of the expenditures and receipts to ensure it is a qualified grant expenditure prior to submitting for reimbursement. A Grant Accounting worksheet will be maintained that will be used as a check and balance and track the grant funds for the contract. Once the reports are prepared, they will be uploaded in the eCivis portal for the corresponding grant contract. Finance Department will maintain all fiscal records for the grant contract.

Task 3: Grant Closeout

City staff and Grant Consultant will complete the Grant Closeout process and submit completed package to the State.

The following will be implemented for Grant Closeout.

- a. A review of all project documents will occur to ensure all documents have been captured to meet the CDBG program requirements. They will be organized and packaged for ease of access.
- b. A fiscal review and audit of the project fund will occur and be cross referenced with staff records to ensure all expenditure and receipts have been captured and documented.
- c. A public hearing will be scheduled for the Council to review the accomplishments of the project.

Combined Closeout Package, which includes:

1. Closeout Certification Form
2. Acquired Property Inventory
3. Dis-encumbrance Acknowledgement/Request
4. Completion Report Acknowledgement
5. Affidavit of Posting Notice (for Closeout Final Hearing)
6. CDBG Combined Closeout Package Signature

Proof of posting for Closeout Final Hearing (in addition to the Affidavit of Posting Notice):

City will upload supporting documentation such as such as a picture of the website posting with date stamp, a cutting from the newspaper, or a photo of the document posted in a public place.

As this is a Planning Activity the final products will be provided for your files. The Public Hearing will also include the acceptance of the final product and a City Council resolution accepting the final guidelines and policies.

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

Detailed Scope of Work - Deliverable Narrative

Tasks/Deliverables:

Task 1: Execute Contract with State

Deliverable: Signed contract – begin 36-month expenditure deadline

Task 2: Establish Stakeholder Groups for each program

1. Owner Occupied Rehabilitation Program:

- a. Building Division
- b. Code Enforcement Officer
- c. Contractor
- d. Senior advocate
- e. Minority/Tribal Group Participant(s)
- f. City Council Representative

- g. City Community Development Department
- h. City Fiscal Team Representative
- i. Non-profit member representative(s)

2. Homebuyer Program (First Time Homebuyer and Home Buyer)

- a. Lender(s)
- b. Lake County Representative
- c. Real Estate Agent(s)
- d. Building Division
- e. Minority/Tribal Group Participant(s)
- f. City Council Representative
- g. City Community Development Department
- h. City Fiscal Team Representative
- i. Non-profit member representative(s)

3. Tenant Based Rental Assistance (Security Deposit Program and Rental Assistance Program)

- a. Lake County Representative
- b. Housing advocate (CoC)
- c. Minority/Tribal Group Participant(s)
- d. City Council Representative
- e. City Community Development Department
- f. City Fiscal Team Representative
- g. Non-profit member representative(s)

4. Subsistence Payment Program (Utilities and Eviction Prevention Program)

- a. City Community Development Department
- b. City Fiscal Team Representative
- c. County of Lake Representative from Health and Human Services
- d. County of Lake Representative from Department of Social Services
- e. Minority/Tribal Group Participant(s)
- f. City Council Representative
- g. Non-profit member representative(s)
- h. Community Faith Based Organization representative(s)

Deliverable: Confirmed list of participants in the plan implementation process. This will include all contact information for communication processes.

Task 3: Establish Training Calendar

Identify the course work and team members that will attend, register, and develop schedule for attendance.

Deliverable: Completed coursework

Task 4: Outline Program Guidelines

Begin outline of the program guidelines for the following programs:

- 1. Owner Occupied Rehabilitation Program
- 2. Homebuyer Assistance Program (First Time Homebuyer and Home Buyer)
- 3. Tenant Based Rental Assistance (Security Deposit Program and Rental Assistance Program)
- 4. Subsistence Payment Program (Utilities and Eviction Prevention Program)

The outline will be used at the meetings with stakeholders to begin the development process of the final program guidelines.

Development team will use current sample guidelines provided by the CDBG/HOME Programs as well as other samples obtained from other jurisdictions with successful programs.

Deliverable: Completed guidelines outline for each program

Task 5: Hold First Meeting with Stakeholder Groups (4-hour meeting)

1. Owner Occupied Rehabilitation Program
2. Homebuyer Program (First Time Homebuyer and Home Buyer)
3. Tenant Based Rental Assistance (Security Deposit Program and Rental Assistance Program)
4. Subsistence Payment Program (Utilities and Eviction Prevention Program)

The meeting will be to review and discuss the program(s), provide a background to the program(s), the desired outcomes, the community need, the program requirements and background on the Federal Regulations. The team will review with the group for each program the key components that will need to be determined by the group for recommendation to the City Council. Additionally, outreach and inclusionary procedures will be reviewed and discussed as part of the marketing plan. Meetings following the first meeting will be hour long meetings and surveys rather than the full educational process that will be provided at the First Meeting.

Deliverable: The Stakeholders will have a solid background on the programs and the key components for input as the guidelines are developed.

Task 6: Review of Training with team

Regular meetings with the team in training to discuss the course work, outcomes, and what elements need to be folded into the guidelines and policies and procedures processes.

Deliverable: A parking lot will be established for the policy and procedures that will be developed for the internal implementation of the programs. The final deliverable will be the input to the guidelines and a completed policy and procedure manual that captures the training components that will need to be memorialized and passed on with the program.

Task 7: Software review and selection

The fiscal team will begin outreach to software companies and begin demonstration for programs that will work with the financial software at the city to track and manage federal grant programs and loan portfolios.

Deliverable: Selection of a software program that will integrate with the City financial system.

Task 8: Federal Fiscal Policies and Procedures

The city fiscal team will review in full the PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS. The team will work with their auditor and consultant staff to develop and implement Federal Fiscal Policies and Procedures for time accounting that will be integrated into their daily processes. This will be dependent on the software program that is selected as part of Task 7. A manual will be developed that will be a fixture in training and ensuring each procedure is outlined and followed to ensure the highest level of compliance in the City's processes.

Deliverable: Completed Financial Policy and Procedure Manual with training for staff.

Task 9: Final Guidelines

Final guidelines will be established and presented to the City Council for approval as follows:

1. Owner Occupied Rehabilitation Program
2. Homebuyer Program (First Time Homebuyer and Home Buyer)
3. Tenant Based Rental Assistance (Security Deposit Program and Rental Assistance Program)
4. Subsistence Payment Program (Utilities and Eviction Prevention Program)

Through the process of meetings with the stakeholders, staff, training information, and consultants, the guidelines will be reviewed, submitted to HCD programs for input and finally submittal to the Council for final approval and adoption.

Deliverable: Adopted guidelines

Task 10: Policies and Procedures

Final policies and procedures will be developed as follows:

1. Implementation of an Owner-Occupied Rehabilitation Program
 2. Implementation of a Homebuyer Program (First Time Homebuyer and Home Buyer)
 3. Implementation of a Tenant Based Rental Assistance (Security Deposit Program and Rental Assistance Program)
 4. Implementation of a Subsistence Payment Program (Utilities and Eviction Prevention Program)
- This will include the required forms and processes to implement as well as the links, resources and manuals required for a successful program.

Deliverable: Completed policy and procedures manuals.

Grant Management Task Narrative:

These identified tasks below will be completed during the entire contract period and will happen simultaneously with the other tasks as provided.

Task 1: Administrative

City staff in coordination with the Administrative Consultant will ensure compliance with the following including the documenting the files, managing documentation, and ensuring updates to the Public Information Binder:

National Benefit Compliance:

1. LOW/MOD Benefit: Documents to support

Fiscal Compliance:

1. Accounting procedures compliance with 2 CFR Part 200
2. Fiscal oversight and disbursement process
3. Funds Request Audit: Provide all funds requests with corresponding back up documents
4. Verification of payments: Provide copies of all warrants issued for payment
5. Cash management Procedures
6. Timecard review for compliance to ensure subrecipient keeps appropriate time distribution records and makes appropriate charges to the CDBG program
7. Ensure that City procedures to ensure adequate safeguards for preventing loss, damage or theft of CDBG property (if applicable)

Procurement Compliance:

1. Review of procurement procedures
2. Review and document procurement files
3. Review of all contracts to ensure compliance with all contract language
4. Review of approvals prior to expenditure

General Compliance:

1. EEO/Employment Policy
2. Drug Free Workplace Policy
3. Program Record Keeping
4. Conflict of Interest

Deliverable: Public information binder and administrative files

Task 2: Complete Funds Request and required reporting:

We anticipate monthly grant draws to occur but will at a minimum complete funds request on a quarterly basis via the eCivis portal.

City staff will provide copies of all invoices, warrants and city financial reports as verification of payment and audit of the expenditures and receipts to ensure it is a qualified grant expenditure prior to submitting for reimbursement. A Grant Accounting worksheet will be maintained that will be used as a check and balance and track the grant funds for the contract. Once the reports are prepared, they will be uploaded in the eCivis portal for the corresponding grant contract. Finance Department will maintain all fiscal records for the grant contract.

Deliverable: Public information binder, administrative files and eCivis reports and documentation.

Task 3: Grant Closeout

City staff and Grant Consultant will complete the Grant Closeout process and submit completed package to the State. The following will be implemented for Grant Closeout.

- a. A review of all project documents will occur to ensure all documents have been captured to meet the CDBG program requirements. They will be organized and packaged for ease of access.
- b. A fiscal review and audit of the project fund will occur and be cross referenced with staff records to ensure all expenditure and receipts have been captured and documented.
- c. A public hearing will be scheduled for the Council to review the accomplishments of the project.

Combined Closeout Package, which includes:

1. Closeout Certification Form
2. Acquired Property Inventory
3. Dis-encumbrance Acknowledgement/Request
4. Completion Report Acknowledgement
5. Affidavit of Posting Notice (for Closeout Final Hearing)
6. CDBG Combined Closeout Package Signature

Proof of posting for Closeout Final Hearing (in addition to the Affidavit of Posting Notice):

City will upload supporting documentation such as such as a picture of the website posting with date stamp, a cutting from the newspaper, or a photo of the document posted in a public place.

As this is a Planning Activity the final products will be provided for your files. The Public Hearing will also include the acceptance of the final product and a City Council resolution accepting the final guidelines and policies.

Deliverable: Closeout acceptance

Section V

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

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

No

Do you want to add additional optional milestones?

No

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

Milestone #1

Activity initiation - 60 days from contract execution

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

Milestone #2

Draw request 1 @ 25 %

Milestone #3

Draw request 2 @ 50%

Milestone #4

Draw request 3 @100%

Confirmation of Closeout - Milestone #10

Final program draw, documents, and Closeout

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

Readiness Criteria**Planning Statement of Need and Proposed Outcome**

Additional supporting documentation is uploaded in the section for Partners/Collaborators Supporting Documentation and Contract Supporting Documentation of the application. Items to support need are labeled as A40. Thank you.

The City of Lakeport is currently lacking resources for the community to access housing support programs. The City has not provided programs in the community since 2015 and the County of Lake does not offer programs to support the local communities. With this gap, the resources for our low to moderate income families do not have access to assist with their housing needs related to the following:

Owner Occupied Rehabilitation Program
Homebuyer Program (First Time Homebuyer and Home Buyer)
Tenant Based Rental Assistance (Security Deposit Program and Rental Assistance Program)
Subsistence Payment Program (Utilities and Eviction Prevention Program)

The need of these programs and lack of access has become very clear to the city and is a key part of the goals outlined in their Housing Element. The goals outlined in the Housing Element that are supported by this program are addressed with the activities in this plan as well as the implementation of the programs. Success will result in addressing multiple needs outlined and identified by the City and the stakeholders. (See A40. HE Goals and Programs)

Owner Occupied Rehabilitation Program:

In the recent housing element survey that was conducted in 2020, almost 80% of the respondents identified the Housing Rehabilitation Program as very to somewhat important. It was also noted that more than 85% wanted to see support with older housing stock being improved in older neighborhoods. (See page 161 and 162 of the PDF titled A40. 2020-07-07 FINAL Housing Element 6th cycle). When further asked about the type of improvements the respondents were considering several selections related to roof, siding, solar, HVAC and more were identified. More than 55% of the respondents were homeowners. Due to lack of training and staffing, the Lakeport code enforcement program is a reactive enforcement, instead of proactive. Even with these minimal efforts, the current code enforcement (2022) program has identified four substandard housing concerns, two of which were condemned. All of the substandard housing concerns were owner-occupied, low-income individuals. The City does not have the housing rehabilitation program available to provide support to these homeowners (See A40. Code Enforcement Log 2022). Additionally, the senior population is not able to obtain funding to age in place and make needed modifications to their units which results in injuries and stress. With the additional needs of weatherization and fire upgrades being at the forefront of concern for many residents, an owner-occupied rehabilitation program will address many of these concerns.

Homebuyer Program (First Time Homebuyer and Home Buyer):

Also identified in the survey was Homebuyer Assistance. This item received an 88% very to somewhat important rating and based on the current market – even though this area is more affordable in comparison to other areas of California – it still does not provide affordability to our low/moderate income households. (See page 161 and 162 of the PDF A40. 2020-07-07 FINAL Housing Element 6th cycle)

Lakeport housing costs, as evident throughout the State, have increased exponentially and interest rates have increased making the affordable home further out of reach for those working households with moderate income not able to afford the purchase of a unit (See A40. Median Prices Historical Data). This report provides the County of Lake median housing price in beginning of 2016 at \$235,000 compared to the 2022 median housing price at \$356,000. The current market of active listings has the median price at \$350,000 (See A40. Zillow Current Homes for sale in the City Limits of Lakeport).

To review the affordability and what a program would need to offer and be successful for the residents of the City of Lakeport, we have provided three scenarios using a family of 2, 3 and 4 based on the County of Lake income limits at low/moderate and found the program would be successful and not exceed assistance over 50% of the housing unit cost. This is making assumptions that the applicant will provide some down payment, but it would not be necessary for the program to be successful. We have also

included the current interest rate at 5.5%, which is conservative based on current rates but is still fluctuating and may be a factor moving forward, this will ensure we are being conservative in our assumptions. We have also included the back and front in ratios based on what other programs use as a standard. Again, based on this review, all three scenarios provide that the purchase would work without exceeding assistance over 50% of the purchase price. The City is processing an entitlement application for the Parkside Residential Project that would include 48 single-family dwelling units in a small-lot subdivision that is expected to provide affordable units. (See A40. FTHB Subsidy Calculation)

Tenant Based Rental Assistance (Security Deposit Program and Rental Assistance Program)

Currently the City is provided 21 vouchers for local City of Lakeport residents. The County waiting list is currently closed and a total of 2 City of Lakeport residents are on the list for assistance. A subsistence payment program and/or tenant based rental assistance program could help bridge the gap in the rental housing needs for City residents. It was also noted in the survey that lack of funds to pay security deposits was a barrier that could be addressed with this program. (See page 180 of the PDF A40. 2020-07-07 FINAL Housing Element 6th cycle. Additionally, the City has 64 new affordable multi-family housing units being produced in the City limits that could use the assistance with a TBRA program to subsidized rent payments and security deposit payments to assist with access. In 2021 and 2022, the City received three applications for the construction of additional units: 40 senior units and 168 multi-family apartment homes, which are currently being processed for the appropriate entitlements. These units are helping address the need for units and this program will allow the access to complete the circle of need. (See A40. Housing Element Progress Report)

Subsistence Payment Program (Utilities and Eviction Prevention Program)

Over the course of the past two years and the COVID period, a Subsistence Payment Program has been identified as a needed program to assist our low-income residents in bridging the gaps that are left during times of disaster related impacts. Being a community that has firsthand experience with fires (70% of Lake County has burned over the past six years with loss of 10% of the housing stock), and flooding we are well aware of the high needs that result following these events. With our current market economy, looming correction, and potential impact on our household costs, this program will be in place to help our most vulnerable community members. This was also an item that was identified in our survey, (See page 178 of the PDF A40. 2020-07 FINAL Housing Element 6th Cycle). The City of Lakeport will work with North Coast Opportunities (NCO) a local non-profit provider and partner with the Continuum of Care in the County of Lake to develop this program and ensure it supports the efforts of their organization and provide the most opportunities for our community.

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

Planning Statement of Need Documentation

Third party assessment of need, Published documentation of need, Other (describe in narrative)

Upload documentation of Need and Proposed Outcomes

A40. 2020-07-07 FINAL Housing Element 6th cycle.pdf

Upload documentation of Need and Proposed Outcomes

A40. Code Enforcement Log 2022.pdf

Upload documentation of Need and Proposed Outcomes

A40. FTHB Subsidy Calculation Family of 2 -3 -4.pdf

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

Describe the population that will benefit

The population in the City of Lakeport that will benefit from the program development will be the income qualified residents who make application once the programs are operational. Each of the programs will 100% benefit individuals/households that meet the 80% or below area median income for the County of Lake as published annually by HCD.

Each program will develop an application and income qualification process to meet the requirements as follows:

Owner Occupied Rehabilitation Program:

This program will use full income verification using Part 5 of the HUD Technical Guide for Determining Income and Allowances.

Homebuyer Program:

This program will use full income verification using Part 5 of the HUD Technical Guide for Determining Income and Allowances.

Tenant Based Rental Assistance (Security Deposit Program and Rental Assistance Program)

This program will use full income verification using Part 5 of the HUD Technical Guide for Determining Income and Allowances.

Subsistence Payment Program (Utilities and Eviction Prevention Program)

This program will use a self-certification process and will verify, at a minimum 20% of the individuals income to satisfy Federal Regulations.

Each program will 100% benefit income eligible individuals/households withing the City Limits of the City of Lakeport.

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

The City of Lakeport will recruit a list of stakeholders for each program to help inform the process and development. The outreach to populate this group will be inclusive and to build an equitable group of a variety of stakeholders as follows:

1. Owner Occupied Rehabilitation Program:

- a. Building Division
- b. Code Enforcement Officer
- c. Contractor
- d. Senior advocate
- e. Minority/Tribal Group Participant(s)
- f. City Council Representative
- g. City Community Development Department
- h. City Fiscal Team Representative
- i. Non-profit member representative(s)

2. Homebuyer Program (First Time Homebuyer and Home Buyer)

- a. Lender(s)
- b. Lake County Representative
- c. Real Estate Agent(s)
- d. Building Division
- e. Minority/Tribal Group Participant(s)
- f. City Council Representative
- g. City Community Development Department
- h. City Fiscal Team Representative
- i. Non-profit member representative(s)

3. Tenant Based Rental Assistance (Security Deposit Program and Rental Assistance Program)

- a. Lake County Representative
- b. Housing advocate (CoC)
- c. Minority/Tribal Group Participant(s)
- d. City Council Representative
- e. City Community Development Department
- f. City Fiscal Team Representative
- g. Non-profit member representative(s)

4. Subsistence Payment Program (Utilities and Eviction Prevention Program)

- a. City Community Development Department
- b. City Fiscal Team Representative
- c. County of Lake Representative from Health and Human Services
- d. County of Lake Representative from Department of Social Services
- e. Minority/Tribal Group Participant(s)
- f. City Council Representative
- g. Non-profit member representative(s)
- h. Community Faith Based Organization representative(s)

Once plans have been developed to a point of input from a public forum, the City will hold meetings to review and update the community on the programs and receive input. This will also include questions regarding removal of barriers, language access, technology components, credit building opportunities, terms, and types of units to increase opportunities for access.

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

The City of Lakeport has a dynamic team that is ready to begin this project and develop programs for their community. Several of the team have been working for the City for several years and have watched the transition and identified the need to take action.

Kevin Ingram, City Manager, started at the City as the Community Development Director and lost several of his department during his first few years. These were key team members who provided the support to the housing programs that were in operation at the time of his starting with the City. Since that time, they have not been able to find the resources to start the program and he realized the loss it was to the community. With the variety of impacts that have fallen upon the community from major floods to fires, capacity and prioritization has not allowed the team to develop the programs as needed. With the recent addition of Jenni Byers and her background the doors have opened. Ms. Byers brought to the city the background, capacity, and resources to kick start the programs and put the City on track to meeting this need. When you add Nick Walker to the trifecta - you complete the financial support required to bring it all together. Mr. Walker has been with the City since 2017 starting as the Finance Director and is now holding a dual role of Assistance City Manager/Finance Director. He has his CPA and a vast knowledge of government accounting and Federal Regulation requirements. Together they will guide the additional support staff to final plan development and finally grant awards to fund their programs.

Under current contract, the City will also include Adams Ashby Group, Inc. Lorie Adams who has more than 30 years of experience working with the programs and has implemented, managed and trained jurisdictions in the implementation of their own internal programs. Ms. Adams and her team will work with the City to develop the policies and procedures as well as the guidelines for each program and guide the City and their stakeholders in what is required by the Regulation and rules of the program and what decisions can be made at the local level. Additionally, she will work with the building department team in the development of the Rehabilitation Standards, a critical part of the Rehabilitation Guidelines and management of the projects. Adams Ashby Group, Inc. will also support the City and their staff in the Grant Administration, procurement, reporting and required documentation in accordance with the State contract.

Please see the attached Duty Statement and Resume document for further details.

Provide documentation of your planning team qualifications.

Duty Statements/Resumes

A47 Duty Statement.pdf

Activity Flow Chart

A48 Activity Flow Chart.pdf

Organization Flow Chart

A49 Lakeport Organizational Chart.xlsx

Indicate the number of grants managed in the last 48 months

4 or more grants

Exhibit E

List the grants managed in the last 48 months.

2015 - 2018 USDA Waste Water
2015 - 2018 USDA Water
2015 - 2017 USDA PD Building
2017 USDA Police Vehicle
2018- present USDA K9
2016-2018 USDA Hotel Feasibility
2017- present CDBG Economic Development
2018- present CDBG Planning
2020 - present CDBG CV 2/3
2018- present CDBG 2018 DR MFH
2019- present HCD - LEAP/REAP/ SB2 Housing related activities
2021- present HCD- PLHA Navigation Center Planning
2017 - 2020 HOME Housing
2018 - present CalOES HMP
2020 - present CalOES PSPS Resiliency
2016 - present USDOJ COPS
2021 - present US Dept of Treasury - ARPA Road Rehab (South Main)
2020 - present California Dept of Parks and Rec Prop 68 Park
2020 - present California Dept of Parks and Rec Per Capita
2019- present California Division of Boating and Waterways Restroom Replacement
2017 - present FEMA/CalOES Public Assistance 2017 Flood
2018 - present FEMA/CalOES Public Assistance Mendocino Complex Fire
2019 - present FEMA/CalOES Public Assistance 2019 Flood
2020 - present FEMA/CalOES Corona Virus
2018 - present Cal Trans Safe Routes to Schools
2015 - 2019 Cal Trans Lakeshore Emergency Opening
2017 - 2018 Cal Trans HSIP
2020 - present Cal Trans Hartley Emergency Opening
2020 - present Cal Trans South Main Headwall Emergency Opening
2022- present Cal Trans ATP Planning
2022- present CRRSSA Road Rehab (Green, Sayer, Loch
2021 - present CDBG-DR-MHP Disaster Multi-Family Housing Funding \$10,005,600

Provide a narrative listing your partners and collaborators

Neighborworks will be a partner in the process and will be used for training for the team to build capacity.

The County of Lake will work with the community in the development of their program and plans as well as a resource for potential applicants.

Kind Lending will work with the community in the development of their program and participate in the stakeholder process.

List of collaborators/partners

Other local government agency (county or city), Non-Profit service providers, Other partner (describe in narrative and specify that it is "Other partner")

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

Partners/Collaborators Supporting Documentation

A53. Partner Documentation.pdf

Partners/Collaborators Supporting Documentation

A40. Zillow Current Homes for sale in the City Limits of Lakeport.pdf

Partners/Collaborators Supporting Documentation

A40. MedianPricesofExistingDetachedHomesHistoricalData.pdf

Partners/Collaborators Supporting Documentation**Partners/Collaborators Supporting Documentation**

A40. Interest Rates.pdf

Partners/Collaborators Supporting Documentation

A40. HE Goals and Programs.pdf

Do you have a signed agreement with a contractor/subrecipient?

Yes

Supporting Documentation

A61. AAG Contract 2019-2023.pdf

Supporting Documentation

A40. Housing-element-annual-progress-report.xlsm

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

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

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

No

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

View Budget Worksheet

View Application Goals

Original Submission Date (for re-submissions)

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

Yes

Upload proof of certification

A65. Certification of Gap Funding - Executed.pdf

Additional proof of certification

Exhibit E

CITY OF LAKEPORT			Housing Implementation Plan								CITY OF LAKEPORT					Budget Gap/
Duplication of Benefits Tracking			Sources												Duplication of Benefits	
Uses (line item budget)	Total Activity Costs	CDBG- 2022		[Source 3]	[Source 4]	[Source 5]	[Source 6]	[Source 7]	[Source 8]	[Source 9]	CDBG-CV1	CDBG PI				
[Activity Costs Category 1 (i.e. Activity Delivery, Materials, Labor)]																
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Homebuyer Program Developme	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
TBRA Program Development	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Training/Staff Development	\$ 75,000.00	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Membership	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Software Research	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
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Instructions: Fill out the above line item budget with you projected activity costs. You may identify the line items by category, such as activity delivery, activity, and admin, or by any other activity categories that apply to your activity. Do keep you administration costs categorized under the General Administration category. Fill in the jurisdiction and activity information at the top of the form, and identify the specific resources (funds) that will be used to pay for each line item in each category. If you do not have CDBG-PI, please leave those fields blank. If your budget line item has a budget gap, the "Gap/Duplication of Benefits" column will show a red shaded field and a number indicating your budget gap in parenthesis. If you have a potential duplication of benefits, the column will show a blue shaded field and a number indicating your budget overage. Please make sure to include ALL of you potential resources, including FEMA, HCD, HUD, CARES Act, and other State and Federal funds, as well as local funds from fees, trust funds, and taxes, and any foundation or private donation funding, including insurance payments. If you are unsure if a resource should be included, please contact Jessica Hayes at jessica.hayes@hcd.ca.gov. Please fill in the fields with a bracket [] and the funds. Please do not delete or alter formulas. The colored columns have no significance. They are colored only to make it easier to track across funding source.

Exhibit E

Budget Report

Passthrough Agency: California Department of Housing and Community Development
Program: CDBG - Planning Competitive (2022)
Stage: Pre-Award

Report Date: 05/10/2023
Requested By: Nicholas Walker
nwalker@cityoflakeport.com

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
	Activity	Homeowner Rehabilitation Program Development	0	\$0.00	\$0.00	\$35,000.00	\$0.00		\$0.00	Direct Cost
	Activity	Homebuyer Program Development	0	\$0.00	\$0.00	\$35,000.00	\$0.00		\$0.00	Direct Cost
	Activity	TBRA Program Development	0	\$0.00	\$0.00	\$25,000.00	\$0.00		\$0.00	Direct Cost
	Activity	Training/Staff Development	0	\$0.00	\$0.00	\$75,000.00	\$0.00		\$0.00	Direct Cost
	Activity	Membership	0	\$0.00	\$0.00	\$5,000.00	\$0.00		\$0.00	Direct Cost
	Activity	Software Research	0	\$0.00	\$0.00	\$10,000.00	\$0.00		\$0.00	Direct Cost
	Activity	Federal Fiscal Procedure Development and Implementation	0	\$0.00	\$0.00	\$10,000.00	\$0.00		\$0.00	Direct Cost
Activity Total			0	\$0.00	\$0.00	\$195,000.00	\$0.00		\$0.00	
General Administration										
	General Administration	General Administration	0	\$0.00	\$0.00	\$13,650.00	\$0.00		\$0.00	Direct Cost
General Administration Total			0	\$0.00	\$0.00	\$13,650.00	\$0.00		\$0.00	
Activity Delivery										
Activity Delivery Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Other										
Other										
Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Grant Total			0	\$0.00	\$0.00	\$208,650.00	\$0.00		\$0.00	