

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-CDBG-CV2-3-00359

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

City of Lakeport

CONTRACTOR NAME

California Department of Housing and Community Development

2. The term of this Agreement is:

START DATE

11/20/2021

THROUGH END DATE

11/20/2023

3. The maximum amount of this Agreement is:

\$241,394

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose, and Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	State of California General Terms and Conditions	GTC 04/2017
+ - Exhibit D	CDBG-CV2/3 Program Terms and Conditions	25
+ - Exhibit E	Program Application	90

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

12/17/21

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 20-CDBG-CV2-3-00359	PURCHASING AUTHORITY NUMBER (If Applicable)
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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 Shaun Singh	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)		

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

PAGES

AGREEMENT NUMBER

20-CDBG-CV2-3-00359

AMENDMENT NUMBER

1

Purchasing Authority Number

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

01/24/2022

THROUGH END DATE

01/23/2024

3. The maximum amount of this Agreement after this Amendment is:

\$471,394.00 (Four Hundred Seventy-One Thousand Three Hundred Ninety-Four Dollars and Zero Cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The total amount of this Agreement is being increased from \$241,394.00 to \$471,394.00, a total increase of \$230,000.00. This increased amount is coming from additional Program Income being held by the Contractor.

All other terms and conditions shall remain the same.

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

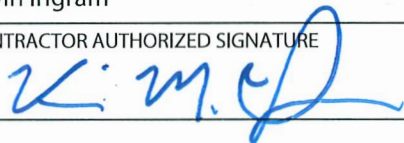
PRINTED NAME OF PERSON SIGNING

Kevin Ingram

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

4/13/2023

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Avenue

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart

TITLE

Contracts Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

4/19/2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the new federal funding for Community Development Block Grant Program for non-entitlement jurisdictions, tranches 2 and 3 (hereinafter, "CDBG-CV" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136), and 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., the California State CDBG Program Guidelines in effect as of October 15, 2019, and, all as may be amended from time to time. In accepting this conditional 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 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 Sections I through IV, 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

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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 comply with CDBG-CV 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, Section VI, and 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:
 - An activity that benefits low- and moderate-income (LMI) persons
 - An activity designed to meet community development needs having a particular urgency. The activity must be designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, and the recipient must demonstrate inability to finance the activity on its own and that other sources of funding are not available.
 - An activity that aids in the prevention or elimination of slums or blight

3. **Duplication of Benefits (DOB)**

Pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136) and described in FR-6218-N-01, the CDBG-CV Federal Register Notice, Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by section 1210 of the Disaster Recovery Reform Act (DRRA) of 2018, it is the Department's responsibility to ensure that each CDBG-CV activity provides assistance only to the extent that the project's funding needs have not been met by another source.

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Grantees must have on file with the Department duplication of benefits policies and procedures that include recapture requirements and processes. Grantees must report to the Department on DOB throughout the Agreement Term. DOB must be tracked at both the programmatic level and at the client service level. The Grantee must collect affidavits from program participants agreeing to repay any portion of proceeds determined to be a duplication of benefits, with such proceeds to be returned to the Grantee and Grantee must re-capture funds from households that have received a DOB. The Department will recapture funds from Grantees with DOB(s).

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

4. 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 CARES Act provides that CDBG-CV 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. Pre-application costs, pre-agreement costs, and pre-award costs are permitted. However an environmental review must be performed and a release of funds must be obtained in accordance with 24 CFR part 58 prior to committing CDBG-CV funds to reimburse such costs. The CDBG-CV Grantee agrees that any Work toward the implementation of the project activity or program activity, as identified in Exhibit E, Section I through IV, will be subject to an environmental review prior to the execution of this Agreement by the Department and that this Agreement must be executed prior to reimbursement for pre-agreement costs incurred by the Grantee .

5. Term of Agreement and Performance Milestones

- A. Term of Agreement: With the exception of the Grant Closing Requirements set forth in Exhibit B, Section 6, the Grantee shall complete the grant activity and/or activities on or before 24 months (two (2) years) from the Department's execution date identified on the STD 213 of this Standard Agreement. Any extensions beyond the 24 months will require the Department's approval and a contract amendment.

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- B. Expenditure Deadline: All Program funds shall be expended no later than 24 months (two (2) years) from the final Department execution date of this Agreement as identified on the STD 213. All requests for funds must be submitted prior to the Expenditure Deadline.

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 sixty (60) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.
- 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 Expenditure Deadline to complete reporting of units constructed and occupied or jobs created or retained. Activities that do not meet the reporting deadline may be deemed ineligible and the Grantee may 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, Section V.

1) Failure to Meet Milestones:

- a) Failure to meet the first milestone identified in Exhibit E, Section V, is a material breach and may 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.
- b) Failure to meet any given subsequent milestones identified in Exhibit E, Section V, 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

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completed, or the activity is canceled.

- 2) Any milestone or deadline except for: (1) the first milestone, (2) the final activity report milestone, and (3) 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.

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

A. Contract Revisions:

1) Adjustments to the Scope of Work that do not require:

- a) an increase or reduction of activity scope;
- b) a change in National Objective; or a
- c) 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.

2) Contract Revisions may include but not be limited to:

- a) Adjustments that:
 - i. Itemize the scope of work;
 - ii. Revise milestone deadlines except for first and last milestones; and/or
 - iii. Change the scope of work in a manner that does not change the overall budget, National Objective, or change type or reduce the number of estimated beneficiaries.
- b) Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without

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changing the overall budget.

B. Contract Amendments:

1) Adjustments to the Scope of Work that:

- a) Require an increase or a reduced scope of work:
- b) Change the National Objective; or
- c) 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.

2) Contract Amendments may include but not be limited to:

a) Adjustments that:

- i. add scope beyond what was included in the original application;
- ii. reduce scope such that the activity is materially different from the original application; or
- iii. reduce estimated beneficiary counts.
- iv. 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.

C. 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.

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7. State CDBG Program Contract Management

A. Department Contract Manager:

For purposes of this Agreement, the State CDBG Program Managers for the Department shall also serve as the Program Contract Managers. 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
Phone: (916) 263-6468
Email: CDBG@hcd.ca.gov

B. Contract Management:

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

- 3) Financial Reports (Funds Requests);
- 4) Activity Reports;
- 5) Semi-Annual Reports;
- 6) Annual Reports;
- 7) Submittal of any and all requested supporting documentation;
- 8) Standard Agreement Revisions (non-material contract changes); and,
- 9) Standard Agreement Amendments (material contract changes).

C. 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.

EXHIBIT A

Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

- A. Budget Detail: The activity shall follow the budget as detailed in Exhibit E, Section VI.
- 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 Department'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 (funds requests) required for such activity. 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. The CARES Act provides that CDBG-CV 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 receive a commitment of funds, nor shall funds be reimbursed until the Grantee has documented compliance with the applicable National Environmental Protection Act (NEPA) requirements established in 24 CFR Part 50, 24 CFR Part 58, and 42 USC §4321, et seq.
- 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, Section VI, 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,

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rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the grant award.

- 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, or that have not been spent prior to the Expenditure Deadline will be subject to disencumbrance by the Department.
- 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, Section VI, 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, Section VI, Project Budget, will **not** be paid with CDBG-CV1 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. Funds requested through the Financial Activity Report must be for a minimum of \$1,000.00, except for the final funds

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request, which must be marked "Final". Payments will be issued to the agency identified on the Taxpayer Identification Form (TIN) provided by the Grantee to the Department.

- A. Reimbursements: The Department will reimburse the Grantee its allowable costs for the services identified in this Agreement in Exhibit E, Section VI, upon presentation of invoices which Grantee certified are true and correct copies of payments due on behalf of the Grantee for the activity covered by this Agreement and made in accordance and compliance with Exhibit A, Scope of Work. 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 needed.
- 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 description of work completed and an explanation of why no funds have been expended.
- 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 before the Expenditure Deadline

EXHIBIT B

referenced in Exhibit A, Section 5 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 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 CDBG Grants Management Manual. 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 before the Expenditure Deadline, and the Grantee has not requested an extension per Exhibit A Section 5, (Term of Agreement and Performance Milestones), 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

EXHIBIT B

the overall budget.

- 3) 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.

- 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 Program funds shall be expended no later than the Expenditure Deadline as defined in Exhibit A, Section 4. All requests for funds must be submitted no later than thirty (30) days prior to the Expenditure Deadline.
- 2) The Final Financial Report for the activity must be marked final and submitted before the Expenditure Deadline. Financial Reports submitted after the Expenditure Deadline will not be eligible for reimbursement.

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; and,
- 4) A resolution from the governing body acknowledging the accomplishments of the activity and confirming that the activity is complete and that all outstanding funds have been reimbursed by the Department.

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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 sixty (60) days after the Expiration Deadline, whichever comes first. If no extended reporting period is required, the above closeout requirements shall be submitted within thirty (30) days after the Agreement's Expenditure Deadline. Upon receipt of the above documentation, the Department will close out this Agreement and finalize the activity in IDIS for final reporting to HUD.

- B. 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-CV2/3 PROGRAM TERMS AND CONDITIONS

1. Federal Grant Identification

HUD Grant No.: B-20-DW-06-0001

CFDA Number: 29.019

Date HUD Grant Agreement Signed: 11/26/2020

2. 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) Public Services (§ 5305 (a)(8))
- 5) Business Financial Assistance (§ 5305 (a)(17))
- 6) Microenterprise Assistance (§ 5305 (a)(22))

B. "Activity Budget" means the budget included in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.

C. "Activity Delivery" (AD) means any reasonable and necessary costs associated with activity implementation that are not directly related to labor and/or direct construction and/or direct activity implementation costs. The Grantee may expend up to the indicated AD as identified in the NOFA that is associated with this Agreement or any relevant CDBG Management Memo.

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. "CARES Act" means the Coronavirus Aid, Relief and Economic Security Act.

F. "Department" means the California Department of Housing and Community Development.

"Financial Report" is also identified as a funds request and refers to the forms

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- and processes required to request the drawdown of CDBG-CV2/3 funds (requests for funds must be a minimum of \$1,000.00 unless it is the final Financial Report for an activity). Funds disbursements must be completed no less than quarterly for each open activity, including Program Income funded activities.
- G. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. §5305(a)(13), as further described in the CDBG Program Guidelines, § 208.
- H. "Grantee" means the jurisdiction that applied for CDBG-CV2/3 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 Part 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, Section VI, 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.

3. **Eligible Activities**

Grantee will only use funds under this Agreement for the activity identified in Exhibit E. All activities must be eligible CDBG-CV2/3 activities as authorized under the CARES Act, (Public Law No: 116-136), 42 U.S.C. §5305 and 24 CFR §570.482.

4. **National Objectives**

Grantee will only use funds in support of the National Objective identified in Exhibit E, Section I. All CDBG-CV2/3 funded activities must meet a National Objective as defined in 42 U.S.C. §5304(b)(3), as amended, and 24 CFR §570.483.

Real Property acquired or improved in whole or in part with CDBG-CV2/3 funds must be used to meet the same National Objective for which it was purchased or improved for no less than five years from the date of acquisition/completion. The Department may require a Use Restriction Agreement be recorded against real property acquired or improved in whole or in part with CDBG-CV2/3 funds.

5. **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

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portion to be terminated and the effective date.

- 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 both use of funds and matching credit for) 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

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Grantee's program or project, as applicable.

- d) Withhold further and/or future awards of CDBG/CDBG-CV2/3 funds.
 - e) Request that HUD initiate federal suspension debarment proceedings.
 - f) Take other remedies that may be legally available, including, but not limited to:
 - (i) 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 Part 2424. CDBG-CV2/3 funds may not be provided to excluded or disqualified persons pursuant to 24 CFR §570.489(l).
- D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.

6. **Severability**

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- 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.

7. Waivers

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

8. 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 § 200.300 et seq, and agrees to adhere to

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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.

9. **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.
- B. Grantee shall comply with the requirements of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law No: 116-136, the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) §5301 et. seq., and Subpart 1 of the Federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) §570.480 et. Seq., 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 200 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.

10. **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).

11. **Equal Opportunity Requirements and Responsibilities**

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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/CDBG-CV2/3 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 Fair Housing Act (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, prohibiting discrimination in CDBG funded programs, of Title 1 of the Housing and Community Development Act of 1974, 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

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advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

12. 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.

13. 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 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.

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

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

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

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

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

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

14. **Environmental Compliance**

- A. Grantee shall comply with the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.) requirements as they apply to this project. CEQA reviews and determinations are the responsibility of local agencies and shall be administered by the Grantee as applicable.
- B. 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.
- C. Grantee shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401, et seq.

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- D. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.
- E. 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).
- F. 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.
- G. 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 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

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property list.

- H. Grantee shall comply with all National Environmental Protection 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-CV 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.
- I. 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.

15. **Procurement**

The Grantee shall comply with the procurement provisions in 2 CFR §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 Part 200, et seq., as applicable.

16. **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

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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.

17. **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.
- 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,

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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.

18. **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

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

- 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.

19. 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 Part 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.

20. 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

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CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of public benefit standards is mandatory.

- 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.

21. 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.

22. 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.

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23. **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 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 Expenditure Deadline as defined in Exhibit A.
- C. Final Reporting Deadline: Grantee shall complete all required reporting for this activity no later than sixty (60) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.
- 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/CDBG-CV2/3 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.

24. **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.

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- A. **Deposit of Funds:** Grantee shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG -CV2/3 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 and shall submit to the Department specimen signatures for all authorized signatories prior to receipt of funds;
- 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 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.

25. Reversion of Assets

Upon expiration of this Agreement, Grantee shall transfer to the Department any CDBG-CV2/3 funds, excluding Program Income, in Grantee's control 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/CDBG-CV2/3 funds (including CDBG-CV2/3 funds provided to the Grantee in the form of a loan and Program Income) in excess of \$35,000.00 shall be either:

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- 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/CDBG-CV2/3 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/CDBG-CV2/3 funds received and that such lien will be notarized and recorded in the Office of the County Recorder where the real property is located.

26. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the CDBG--CV2/3 grant no less than once during the twenty-four (24) 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.

27. 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

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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.

28. 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.

29. 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.

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

30. 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

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employee of a member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

31. Conflict of Interest

Pursuant to 24 CFR §570.489(h), no member, officer, or employee of the 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-CV2/3 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-CV2/3-assisted activity, or have a financial interest in any contract, subcontract 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.

32. 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

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assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. §5304(g)].

33. **Energy Policy and Conservation Act**

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

34. **California State Contracting 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 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.

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- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
- C. 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.

Applications: City of Lakeport Community Center HVAC and Electrical Replacement

EXHIBIT E

Award Number

20-CDBG-CV2-3-00359

PO Number**Profile**

nwalker@cityoflakeport.com

Section I

Activity Category

Community Development

Please select your application type:

Public Facility & Infrastructure

Are you looking to start a new program, modify an ongoing program, or add a new type of assistance to an existing program?

Modify Existing

If your activity is a facility project instead of a program, please indicate whether this is a new facility, expansion of an existing facility, or re-purposing of an existing facility.

Activity (CD)

03Z - Other Public Facility Improvements

National Objective (CD)

(LMC) Low/Mod limited clientele benefit

Section II

Choose the measure indicator from the list. Measure indicators, along with objectives and outcomes provide an organized and standardized process that HUD uses to measure the outcomes of CDBG programs. 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>

Measure Indicator (P)

Persons Assisted

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.

Number of Beneficiaries

100

Presumed Benefit Types

Homeless Person

Additional Benefit Types

Youths, Single Adults, Families, Veterans

Section III

Enter your legal jurisdiction name and activity title. Example: City of Los Angeles Community Food Bank. You MUST follow the required formatting. Applications not including a jurisdiction name will be disqualified.

Activity Title

City of Lakeport Community Center HVAC and Electrical Replacement

Organization Name

City of Lakeport

Input the physical address of your organization, please do not use a P.O. Box.

Street Address

225 Park Street

Suite/Office #:

City:

Lakeport

State

California

Zip Code:

95453

Section IV

Activity Information

Add the address of where the activity will take place. If this is the same as the organizational address, re-enter the organization address. If it is a general area (example: a stretch of street or an unregistered address) please get as close as possible to the actual activity location and indicate the accurate location information in the activity description.

Street Address:

500 North Main Street

Suite/Office #:

City:

Lakeport

State

California

Zip Code:

95453

Statement of Need and Proposed Outcome

The Statement of Need presents facts and evidence to support the need for your 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 factual. An effective Statement of Needs will describe the relationship between the needs and COVID-19 impacts in your communities. DO NOT COPY and PASTE prior narratives.

Statement of Need and Proposed Outcome Narrative:

By replacing the HVAC system, electrical system and associated fixtures in the Community Center, the City of Lakeport would be able to sustain their outreach to the community through the meal program they have established. Given that the HVAC cannot be installed with the current electrical system, the City will also need to use funds to address that component of the project. The City has developed a thriving program for those that have been adversely impacted by the COVID 19 pandemic to receive meals and necessary screening and testing. While the availability of the vaccine has given protection to many, the Delta Variant is still a concern to the community of Lakeport and the City intends on providing safe and reliable food distribution to those who need it most. The addition of the new HVAC would allow the City to stay in safety and California Building Code compliance and continue to provide necessary services to the community.

The Covid-19 pandemic coupled with the record setting wildfires of 2020 have only exacerbated the homeless and poverty numbers within the county. While there are a number of food pantries and food giveaways throughout the county, much of this food requires preparation in order to be consumed. Without access to an oven, a refrigerator, and other kitchen staples, the majority of people experiencing homelessness are not able to benefit from the current food giveaways. In addition, past surveys reveal that people who are homeless depend on “dumpster diving” at restaurants where there is a significant amount of food waste. Due to Covid-19, all Lake County restaurants have reduced the number of meals served. Many restaurants have closed and those that remain open are limited to take out and reduced capacity for indoor dining. This means that there is less food waste at the end of the night resulting in less “free food.” Homeless and vulnerable populations are suffering from extreme hunger as a result of Covid-19. This project aims to help solve the problem of hunger currently impacting vulnerable populations residing in the Lakeport area. The kitchen is planned to produce two meals per week serving 100 individuals each day (200 meals per week) and without a functioning heating and air system, the weather would become a barrier to the ability to meet the needs of the community in a place in which they can maintain social distancing.

A program for improvements to the Silveira Community Center to aid the community can be achieved quickly and would assist the various community organizations involved in combating the effects of COVID-19 in our area. It is important to maintain the standards of social distancing, mask wearing and hand washing. The current solution to the problem of the heat is the use of fans, which is not conducive to stopping the spread of COVID-19, a virus that spreads through respiratory droplets. Currently there is no testing facility in the City of Lakeport and residents are required to drive to the nearest testing facility in Lower Lake, over 30 minutes by vehicle. Residents may utilize Route 4 of Lake Transit, a regional bus service. The trip would require residents to travel 45 minutes one way, then walk a half mile to the Lower Lake facility to receive a test. The route is accessible only six times per day and based on scheduling a potentially ill individual would need to wait up to three hours for a return bus.

The problem of homelessness and poverty looms large in Lake County. Approximately 30% of Lake County’s 64,148 residents live in the cities of Clearlake and Lakeport, while the remainder live in unincorporated towns and remote parts of the county. The county’s poverty rate is 17.6%, compared with 12.8% statewide; the median household income is \$48,554 (65% of the statewide median of \$75,277); and 7,172 households receive food stamps (27% of the 26,774 households in the county). The City of Lakeport has a population of 5,006 (census.gov) and a median family income of \$58,967 and 10.8% of the community living in poverty. The City of Lakeport has a homeless population of 100, according to the 2020 point in time count and the County of Lake experienced an increase in homeless at 572, up from 372 in the 2019 point in time count (<https://www.lakecoc.org/annual-pit-count-1>). The Robert Wood Johnson Foundation Health Rankings for 2020 place Lake County lowest of California’s 58 counties in health outcomes and length of life, lower than all but six other counties in health behaviors, and lower than all but nine counties in quality of life.

Since the summer of 2015, ten major wildfires have devastated 60% of Lake County’s 1,256 square miles, destroyed some 4,000 homes and other structures, and wreaked havoc on families, businesses, the economy, and the now-charred landscape. Each successive fire has further overwhelmed the county in its efforts to respond to the fires, while repeated and lengthy evacuations and their associated stress, trauma, and expenses (e.g., loss of employment, lodging, meals) continue to place a heavy burden on the county’s largely low-income population.

The 2020 Point-in-Time Homeless count identified 572 homeless individuals, equal to a rate of 88.8 homeless people per 10,000 population, which is more than double California’s statewide rate of 38.3 per 10,000 population and more than five times the nationwide rate of 17 per 10,000 population. However, Partnership Health Plan, the county’s Medi-Cal managed care plan, registered 1,976 homeless Medi-Cal patients in 2019, far above the point-in-time census number. In past surveys of people who are homeless, lack of affordable housing and limited access to ready-made food were cited as some of the largest threats to personal health.

With the addition of a working and reliable heating and air conditioning system and a California Building Code compliant facility, the city can continue to provide the necessary service regardless of the weather and in compliance with health and safety standards. There is a continued need for the community center to remain operating and providing services to the community.

The Activity Description is a narrative that needs to include: how this activity relates to COVID-19 impacts, how this activity will help with flattening the curve of the pandemic, and/or how it will help in the response to the pandemic. This narrative is different than your statement of need narrative, and will focus on the implementation and results of your proposed activity.

The narrative must also include: a detailed description of the activity, why it is needed, who will benefit, activity location, how will the activity will be implemented, and when it will be complete.

Activity Description

The City of Lakeport received funds under the CDBG-CV 1 to update the kitchen equipment in the Silveira Community Center in an effort to increase the ability to support the additional food preparation impact and lack of space to prepare food for COVID impacted residents and homeless in the City of Lakeport. With the kitchen construction activities completed, the City (in partnership with North Coast Opportunities) provides 100 meals, two days a week. In order to best utilize the Silveira Community Center, the City proposes to use CDBG-CV2/3 funds to replace the failed HVAC units, upgrade the electrical system to current California Building Code standards to support the replacement and appurtenant equipment. In the preparation process for install of the HVAC units, the City became aware that the electrical system would not meet California Building Code requirements and would need to be replaced. Quotes for HVAC equipment were solicited from a variety of providers and ranged between \$38,000 to \$72,000, but they were unable to provide the necessary estimates for electrical panel improvements. Between January and April, 2021, the Silveira Community Center was utilized by OptumServe, as contracted through Logistics Health, Inc., as a local COVID testing and vaccination site. The city was notified by OptumServe of the failing HVAC system in the winter when trying to utilize the heater. The system would inconsistently function. OptumServe tried to offset the system by utilizing floor heaters that had a fan system. As there were possible COVID positive individuals in the building getting tested, it was determined for health reasons and the potential to further spread COVID, that the floor heaters could not be used. The city had the system inspected and it was determined that the entire system would need to be replaced. Since the inspection, the HVAC system has failed completely. OptumServe struggled to serve the public with testing and vaccinations throughout the summer months due to the nonfunctioning HVAC system. Should the need for a public facility be necessary in the future to serve the public with testing and vaccinations as a result of the ongoing pandemic, the City of Lakeport will not be able to provide this service without the necessary replacement of the HVAC system and upgrade the electrical system. OptumServe will receive no funding through the grant. The City proposes to use CDBG-CV 2/3 funds to replace the HVAC units, replace the electrical system and associated fixtures. Being that the facility is used as a kitchen for those impacted by the COVID-19 pandemic and those experiencing homelessness, and potentially as a testing site, it would be appropriate to use the CDBG-CV2/3 funds to meet this need for the community. Currently there is no testing facility in the City of Lakeport and residents are required to drive to the nearest testing facility in Lower Lake, over 30 minutes by vehicle. Having a functioning heating and air conditioning system would allow the City to continue the service to the community, supporting food security and implementing the safety guidelines to limit the spread of the COVID-19 virus. It is critical for the City to continue to be able to provide food to community members in a safe space. This cannot be achieved without the installation of the new HVAC unit, associated fixtures and replacing the undersized and out of date electrical system.

We want to make sure that all of our program partners have the resources, capacity, and tools to be successful. That includes, guidelines, strategic plans, operating manuals, implementation strategies, and other documentation that addresses how your program or project will be implemented. These plans do not need to be formal or adopted, but they should be implementable.

Upload your guidelines / strategic plan / operations plan / implementation strategy

Guidelines for Public Improvements (002) 2.docx

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.

The narrative must include the deliverables that will be completed as part of this activity in relationship to the task descriptions (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes... etc.). This deliverable narrative should indicate your direct 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.

In completing the Tasks and Deliverables narratives, the applicant should demonstrate a knowledge of the specific steps needed to achieve the desired outcome.

Detailed Scope of Work - Task and Deliverables Narrative

Task 1: Receive state contract and process general condition clearance

- 1.1 Process contract execution in eCivis Portal
- 1.3 Provide Public Information Binder at the front counter required by regulation
- 1.4 Set up grant project administration files for the ongoing program
- 1.5 Execute agreement with NCO

Task 2: Hire contractor to install HVAC equipment and Electrical Replacement

- 2.1 Once a responsive bid is received the contract will be submitted to council for approval at the next available meeting date.
- 2.2 Once approved, obtain contract signatures, updated insurances and final bonding items
- 2.3 Pre-Construction Conference
 - 2.3.1 Project Kick-off meeting will be held with the Contractor and a representative for each sub-contractor. This meeting will ensure all components of the project are addressed the schedule is in place, nuances are evaluated, and measures are put in place to address, staging areas are identified, labor compliance requirements are clear, and all other issues related to construction are communicated. Weekly meetings will be established to ensure project is on schedule and issues are addressed efficiently.
- 2.4 Issue Notice to Proceed to contractor (work should begin within 5 days of issuance)

2.4.1 Staff will sign and issue notice at Pre-Construction meeting or shortly thereafter.

Task 3 Construction – begin

3.1 Construction monitoring and inspections will occur during the construction process

3.2 Prior to any payments, project manager will inspect the units of completion and verify. Labor compliance officer will provide an update to the project manager regarding compliance prior to payment being approved. Once all approvals are received, payment request will be issued to City Finance Department to verify all expenditures to ensure compliance with allowed contract expenditures and issue payments. A 5% retention will be held from each payment request per State Contract Code.

3.3 Labor compliance officer will collect all compliance forms, payrolls, employee interviews, and other required documentation to ensure compliance with Davis Bacon and State Prevailing Wage (PWC 100) requirements. Complete reports and submit as required to CDBG program.

3.4 CDBG Payment requests will be issued as payments are drawn as reimbursement. Process will continue until completion of the project.

3.5 Construction completion and final project inspections.

3.6 Upon project completion, a final walk through and punch list will occur

3.7 Contractor will have 30 days to address all final punch list items

3.8 Upon completion of punch list items, final acceptance of the project by the City Council and lien releases received (if applicable). A Notice of Completion will be executed and filed with the County Records Office.

3.9 35 days after the recording of the Notice of Completion, the City shall release the final 5% retention as long as no other issues were identified during the 35-day period.

Task 4: Submit Pay Requests to State

4.1 Set-up fiscal accounts and implement financial requirements

4.2 Receive and processes documentation for payments

4.3 Upon receipt of payment requests for bills covered under the program, the City will submit at a minimum monthly, payments to the provider on behalf of the applicant. Once again, no payment will be made if the required documents are not obtained, and no payments will be made directly to the applicant.

Task 5: Maintain files

5.1 Program files will include a checklist for all items to be included, information will be collected and organized throughout the program cycle and inserted into the proper section of the file. At the end of the program the files will be audited to ensure that all documents are included, signed off, and in the correct section of the file. An accounting will be maintained in the file with all required back up documentation including a copy of the issued warrant to each vendor.

5.2 Collect self-certification form from all individuals using the service. At the time an individual accesses the service the first time- they will complete the self-certification form for income and demographic information per CDBG requirements. A sign-in/intake process will be employed to track the users and identified new individuals that will need to complete the required form prior to receiving benefits. This process will also provide referrals to other organizations based on the additional needs of the individual.

Task 6: Maintenance of financial records in accordance with 2 CFR part 200

All funds are expended through the City and all back up for each expenditure will be maintained in the finance office and the applicant file. The City will additionally maintain timecards for city employees charging to the grant and consultant invoices outlining all hours charged to the program. A financial system will be established that will track all expenditures and receipts based on the Federal Award received and no co-mingle other funds. Records will be maintained for the duration of the program and the required 5 years after the grant contract close-out provided by HCD. A budget has been provided with this application and will be managed per this approval. No assets will be created during the term of this contract. The program accounting will provide in accordance with 2 CFR Part 200.302

Task 7 Grant Closeout

7.1 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.

7.2 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.

7.3 A public hearing will be scheduled for the Council to review the accomplishments of the project.

Section V

It is a Department priority to ensure all eligible persons receive equitable access to services, and are served with dignity, respect and compassion regardless of circumstance, ability or identity. This

includes marginalized populations, including but not limited to, Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not traditionally access mainstream support. The following list of questions highlight items that you as the Grantee might be doing to address racial equity. If you have not started to address racial equity in your housing and community development projects and programs, this is an opportunity to describe your plans for how this funding will reduce disparities and increase racial equity in your communities. Answers in this section will not serve to qualify or disqualify applicants but rather will serve as a baseline measure of the current state of each applicant's disparities, efforts and outcomes.

Has your jurisdiction completed an analysis of racial disparities in its programs that address housing insecurity, homelessness and economic insecurity?

No

How will you capture and analyze data to determine if you have disproportionate outcomes in your CDBG-CV funded project or program for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color who have been historically marginalized and are disproportionately impacted by housing segregation, poverty, homelessness, and COVID-19?

The City of Lakeport will use Census Data to determine if there are disparities between the reported demographics of the service area and the outcomes of the project. The City will make records that show the demographics represented in the Census have been reached in the project

How will you respond to identified disparities and use this funding to work toward racial equity in your CDBG-CV funded project or program?

If there are disparities identified, the City of Lakeport will reevaluate the LEP Guidelines and the number of documents translated. The City of Lakeport will invite key community members of organizations and groups to have input in the planning phase of the project.

Does your organization have requirements for all subrecipients to look at data to determine racial disparities in its programs?

No

Does your organization have requirements for all subrecipients to put a plan in place to address racial disparities if they exist?

No

Identify and describe how people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color will access your CDBG-CV funded project or program.

Do you have Formal partnerships such as MOUs or subrecipient agreements with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?

No

Do you have Informal partnerships with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?

No

Do you have Materials in multiple language and accessible on jurisdiction website?

No

Do you have Communications campaigns on social media, radio, television or flyers targeted to people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?

No

Do you have any 'other' means not listed for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color accessing your CDBG-CV funded project or program?

No

How are the voices of people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color and those with lived experience of housing insecurity, homelessness and economic insecurity being centered in a meaningful, sustained way in creating effective approaches to addressing disproportionate

outcomes in local projects and programs?

Does your jurisdiction have an advisory body for community level planning and decision making (e.g. Housing Advisory Committee, Community Planning Advisory Committee)?

No

Do residents of your jurisdiction have access to any type of Boards and Commissions training to increase the political participation and decision-making power of low-income communities and communities of color? (e.g. Boards and Commissions Leadership Institute, Public Boards and Commissions Training)

No

Have culturally specific organizations (those addressing the needs of protected classes) have been involved in developing your jurisdiction's COVID-19 response strategy, including plans, programming, and service provision?

No

Has your organization taken steps to ensure these funds are accessible to smaller and non-traditional organizations that have historically been serving communities of color but may not have previously participated formally in government grant programs?

No

Will your organization use these funds to address the organizational capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people?

No

List your partner organizations that are addressing racial equity in the housing and homelessness response system, the economic development sector and the health care sector and how do you partner with them.

Organization Name:

None

Partnership Type:

None

Number of years in this type of partnership:

0

Group(s) Served:

Latinx, Native American

Do you have additional partners to list?

No

Will you do deeper income targeting than CDBG-CV regulations require?

No

Will your public facility or infrastructure investment serve geographic areas where communities of color (including Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color) are located, areas with high poverty rates, and/or areas with high COVID infection rates?

No

Section VI

Milestones

Milestones are the progress markers or performance indicators that indicate progress toward the completion of your activity. Milestones may directly relate to your task narrative and are enforceable through the standard agreement. Each activity must include at least a starting and a completion milestone, with a description of the milestone. Additional milestones are optional and strongly encouraged.

Milestone #1 - Activity Start

Fully executed contract received from State

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

Do you want to add additional optional milestones?

No

Milestone #10 - Confirmation of Closeout

Final closeout package submitted to HCD

_Milestone #10 must be completed no later than 90 days after the Expenditure Deadline.

Readiness Criteria

Collaborators and Partners

Partnerships and collaborations are supported and in many cases encouraged in implementing your COVID-19 related activity. Please indicate what types of partnerships you will be using in implementing your activity in the check-boxes and include a list of all of the different partners and collaborators including whether you have a formal or informal partnership agreement in the narrative section. Please upload and fully executed formal agreements as applicable.

If you are doing an activity in response to homelessness or to support persons experiencing homelessness you must coordinate with your Continuum of Care and identify them as a participating partner in this application. You will be required to track duplication of benefits in coordination with your Continuum of Care.

List of collaborators/partners

Non-Profit Service Providers

Provide a narrative listing your partners and collaborators:

The City plans to lease the kitchen to North Coast Opportunities (NCO) and furnish the capital necessary for NCO to manage a food program designed to feed disadvantaged members of the Lakeport community impacted by COVID.

Other collaborators that will be working with the NCO and to support the efforts of the program, Yuba Community College will provide culinary program students who will prepare meals and staff the kitchen as a section of required lab work for a community college class; The Elijah House homeless shelter and local Lions Clubs, Kiwanis and Rotary have all pledged monetary contributions to support the project.

The City will be administering the grant in coordination with our Grant Administrator consultant, Adams Ashby Group. (Contract uploaded under the MOU as the agreement upload is not available.)

North Coast Opportunities (NCO), the Community Action Agency for Lake County, was incorporated as a nonprofit in 1968. NCO's mission is to assist low-income and disadvantaged people to become self-reliant by developing and providing services that strengthen our communities, one person at a time. For more than 50 years, NCO has worked with local partners to strengthen the safety net for low-income people and communities through programs ranging from volunteer coordination and food security to helping people to develop job skills and secure housing, and from Head Start to Senior Companions.

NCO has been providing case management and rapid rehousing support to homeless people and people at risk of homelessness since 2016. NCO's experience with low-income communities, established relationships with community partners, experience providing case management for the homeless, and commitment to resolving the challenge of homelessness in Lake County make it an ideal provider for the proposed services. Through previous and current contracts, NCO has provided rapid rehousing, street outreach, and homelessness prevention services designed to address the problem of chronic homelessness. Through these programs, NCO works to develop stable living situations for individuals and/or families who are homeless or precariously housed, helping them to achieve the stability they need to move forward toward self-sufficiency and eventually secure permanent housing of their own. NCO follows Lake County Continuum of Care (CoC) protocols for Coordinated Entry to ensure that individuals served are those with the greatest needs and highest likelihood of benefiting from the services provided.

Since the onset of Covid-19, NCO has initiated three community food drives that support vulnerable populations. Through the proposed project, NCO will manage the daily kitchen operations, identify populations to serve, and provide a range of food support and services to vulnerable individuals who have been impacted by Covid-19. Services will be coordinated through NCO's Lake County offices, located in Lakeport and Clearlake, and in coordination with Lake County Continuum of Care partners.

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Agreement with Exhibits Signed.pdf

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Resolution No. 2820 (2021) - Grant - CDBG-CV2 CV3 (1).pdf

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Do you have a draft or executed agreement with a contractor/subrecipient?

No

Threshold Criteria

Site Control

Some activities require proof of physical site control while others require proof of control of the resources necessary to complete the activity. For example, a service that provides delivered meals will need to have "control" of a vehicle for deliveries. In the narrative box, explain what type of site control will be necessary for your activity. Upload the applicable proof of site control.

If you believe no site control is required for your activity, indicate that in the narrative and explain why no site control is necessary for your activity.

Description of site control of the facility or means to conduct the services:

The Site that the project will be performed at is the Silveira Community Center owned by the City of Lakeport.

Upload Site Control Supporting Documentation

4. Deed.pdf

Federal funds may not be used to pay contractors, non-profits, or agencies that are federally debarred. Provide a proof of no-debarment for each agency, contractor, non-profit, or company that will receive funding or be paid out of this grant. Individuals that are not a business do not need to be checked.

Use <https://www.sam.gov/SAM/> to check for excluded parties and upload proof that contractors etc. are not debarred.

If you do not yet know who your contractors or subrecipients will be, you do not need to show proof of debarment check at application. However you will be required to check for debarment prior to contract or subrecipient agreement execution.

Debarment checks that do not show results will not be accepted. All parties must be registered in [SAM.Gov](https://www.sam.gov/). Unregistered: consultants, contractors, partners, or subrecipients will not be eligible for reimbursement.

Upload your Debarment Check

NCO Sam.gov.pdf

Upload additional Debarment Check Documentation

Sam.gov Lakeport.pdf

Upload an executed Statement of Assurances and Compliance. The template is found in the [Files tab](#) under the program solicitation. Please make sure the statement is completed with your jurisdiction's information and that the document has the specific CDBG-CV2 designation in the footer. The Statement of Assurances and Compliance is a legally binding document.

Upload your Statement of Assurances and Compliance with 2 CFR Part 200 *

Statement of Assurances.pdf

Use the updated Citizen Participation Requirements document at <https://www.hcd.ca.gov/policy-research/plans-reports/docs/Final-Citizen-Participation-Requirements-for-the-State's-Annually-Appropriated-Federal-Programs-Plans-and-Reports.pdf> to complete your public participation. Use the guidance on holding public hearings and meetings during a disaster to ensure your organization complies with public health priorities.

Use the Citizen Participation reference documentation in the Files tab of the solicitation for additional information on Limited English Proficiency (LEP) and a sample public notice.

Per 24 CFR §570.486 <https://www.law.cornell.edu/cfr/text/24/570.486> the public notice should contain at the minimum, the amount of CDBG funds being requested, the amount of PI funds being used (if applicable), the range of activities that will be performed, the address, phone number, and times of the meeting.

Citizen Participation - Have you met all Public Hearings/Citizen Participation requirements?

Yes

Upload Citizen Participation Proof of Public Notice

February 2nd proof combined.pdf

Upload Public meeting/hearing presentation/handout materials

Public Hearing Presentation CV2_3 Lakeport.pdf

Upload Public Comment and Responses

2021-02-02 Minutes.pdf

Upload Public meeting/hearing presentation/handout materials

Use the approved sample resolution from the Files tab of the Solicitation. Do not modify the sample language in the resolution.

Upload Approved Resolution for Application

Resolution No. 2805 (2021) - Grant - CDBG-CV2 & CV3.pdf

Download the FI\$CAL TIN from the Files tab in the Solicitation. Do not use P.O. Box addresses on the TIN. Make sure the TIN includes the official name of your jurisdiction.

FI\$CAL TIN FORM

Upload CA TIN Verification Form

TIN.pdf

Monitoring and Compliance

Are all single audit findings cleared or in remediation?

Yes - All findings have been addressed/we have no findings

Are all HCD CDBG program monitoring findings cleared or in remediation?

N/A (no audit finding or not required to submit single audit)

Are you in compliance with all existing HCD award agreements?

Yes

Environmental

Use the Environment Review forms located on HUD's website at <https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview> to complete your environmental review. Note that even General Administration requires a statement of exemption. Upload the correct level of environmental review for your activity and a statement of exemption for any General Administration that you intend to use.

If the level of review for your activity is an Environmental Assessment or Environmental Impact Study, please upload the assessment or study plus consultation letters, identified mitigations, and/or conditions of approval. Please do not upload the entire environmental review record if it is more than 50 pages. Do upload any noticing FONSI/RROF or NOIRROF and Authorization to Use Funds if available that corresponds with the activity's appropriate level of review. Acceptable formats of these forms can be located at <https://www.hudexchange.info/programs/environmental-review/>. To determine the correct level of review go to HUD's environmental review overview page <https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview>. Please make sure your Environmental Review is definitive in findings and that the program/project description matches the activity description in this application. Environmental reviews with inadequate project/program descriptions, findings that are not definitive or that have squishy language, do not adequately or correctly identify mitigations, did not complete required consultations, or that have other material deficiencies may result in disqualification.

Upload Activity NEPA Compliance

Part-58-CEST-Lakeport Community Center Improvements-jmb edits.pdf

Upload General Administration NEPA Compliance

NEPA GA.pdf

Upload additional proof of NEPA Compliance

Section VII

Budget and Duplication of Benefits

You are expected to provide two activity budgets. There is a CDBG specific budget that you will complete as part of your application in the eCivis Grants Network. That budget is linked below and must be completed before you submit your application. You ALSO need to complete a full activity budget. Your full activity budget should use the sources and uses Excel template included in the Files tab in the Solicitation. You may use your own excel budget, provided it includes all of the sources and uses that will be included in your activity. Include line items for each component of your activity. Identify all funding sources that will be used to fund your activity including other federal and state funding, local funding, foundation or non-profit funding, donations and any other cash resources. Do not include in-kind donations or volunteer time.

This template will also be used to evaluate your duplication of benefits. Indicate in the template where you project increased utilization of your public services if you are proposing a public service activity.

Your complete activity budget narrative should include information about how the activity will be funded and whether or not the activity is viable if other funding sources are not available and the activity is only partially funded. For instance can the project scope be reduced the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Make sure the budget narrative has a relationship to the tasks and deliverables described above. The narrative should include information about how the CDBG funding will only be used to support a new activity, a modified existing activity, or an addition of a new type activity.

Do you have program income not already included and committed in a CDBG activity?

No

Budget Narrative:

All costs related to HVAC and electrical replacement are provided by this grant award

Upload Cost Allocation Plan (if applicable)

Upload Duplication of Benefit Tracker Form (in Excel)

Copy of 3_ BUDGET Duplication of Benefit Tracking with electrical.xlsx

You will be responsible for documenting compliance with HUD's duplication of benefit requirements. You can find additional information about how to track duplication of benefits at the following link: [HUD DOB](#)

[See a Duplication of Benefits Policy sample in the Files tab of the Solicitation](#)

Include a brief narrative explaining how you plan to track for duplication of benefits in your activity.

The City will ensure that there are no other budget funds being directed towards the project.

Upload your duplication of benefits tracking policy

Duplication of Benefits Policy Lakeport .docx

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Have you completed and submitted your eCivis Grants Network budget worksheet?

Yes

Total Grant Dollars Requested CDBG CV-2/CV-3 Budget:

\$241,394.00

View Budget Worksheet

<https://portal.ecivis.com/#/peerBudget/11943772-D588-45E2-A622-E2C534349194>

Application Goals

View Application Goals

<https://portal.ecivis.com/#/peerGoals/F06931CD-5416-4D8A-AEBB-4C6850AFD8E8>

By typing my name in the field below, I hereby certify that this application is true and complete to the best of my knowledge.:

Kevin Ingram

Average Score

0.00

of Reviews

1

of Denials

0

Original Submission Date (for re-submissions)

Applications: File Attachments

Upload your guidelines / strategic plan / operations plan / implementation strategy

Guidelines for Public Improvements (002) 2.docx

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Agreement with Exhibits Signed.pdf

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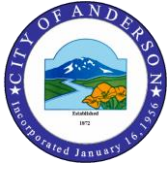
NEPA GA.pdf

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Upload your duplication of benefits tracking policy

Duplication of Benefits Policy Lakeport .docx



Implementation Plan City of Lakeport

I. COMMUNITY DEVELOPMENT BLOCK GRANT AND CORONAVIRUS RELIEF PROGRAMS

The Community Development Block Grant (CDBG) and Coronavirus Relief (CDBG-CV) program, administered by the California Department of Housing and Community Development (HCD), receives an annual allocation of federal funds from the US Department of Housing and Urban Development (HUD). The federal Coronavirus Aid, Relief, and Economic Security (CARES) Act allows for three tranches of one-time assistance to prevent, prepare for, and respond to COVID-19 through the CDBG program as CDBG-CV funding. The CDBG-CV funding is subject to the same statutes and regulations as the CDBG allocations program with the exception of certain waivers published in the Federal Register as FR-6218-N-01.

II. PROGRAM OBJECTIVE/NATIONAL OBJECTIVE

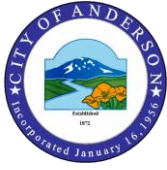
To provide Low-Moderate Area benefits (LMA) to the City of Lakeport using CV 1 funds to update the kitchen equipment in the Silveira Community Center in an effort to increase the ability to support the additional food preparation impact and lack of space to prepare food for COVID impacted residents and homeless in the City of Lakeport. When completed, the City proposes to provide 100 meals, two days a week. This project is currently under construction. City now proposes to use CDBG-CV2 funds to replace the HVAC units and associated fixtures in the Community Center as this equipment was found to be inoperable and requires replacement.

III. CDBG AND CDBG-CV PUBLIC FACILITIES AND IMPROVEMENTS

The City proposes to use CDBG-CV 2/3 funds to replace the HVAC units and associated fixtures. The City has been made aware that the heating and air conditioning system does not meet the needs of the facility and needs immediate replacement. Being that the facility is used as a kitchen for those impacted by the COVID-19 pandemic and those experiencing homelessness, and as a testing site, it would be appropriate to use the CDBG-CV2/3 funds to meet this need for the community.

IV. ASSESSING NEEDS AND CONSIDERING POTENTIAL ACTIVITIES

A needs determination will be based on data. Data may come from the American Community Survey or other federal sources, local sources, surveys, studies, and planning documents, such as a capital improvement plan or a consolidated plan. The following questions will be considered.



Implementation Plan City of Lakeport

By replacing the HVAC system and associated fixtures in the Community Center, the City of Lakeport would be able to sustain their outreach to the community through the meal program they have established. The City has developed a program for those that have been adversely impacted by the COVID 19 pandemic to receive meals and screening. The addition of the new HVAC would allow the City to stay in safety and California Building Code compliance and continue to provide necessary services to the community.

V. MEETING NATIONAL OBJECTIVES

The National objective that will be met is Benefit to Low- and Moderate-Income Persons on a Limited Clientele basis. The City and service provider will collect an income self-certification report on each participant to ensure compliance with the CDBG grant funding.

VI. PLANNING AND DESIGNING THE PROJECT

Public Facilities and Improvements projects are often complex and involve multiple players. The City will work with partners to complete the design, establish roles, secure funding commitments, and establish an overall schedule in preparation for securing a contractor. In addition to involving the community in the design process, when applicable, the city will confer with public safety responders to ensure that the project is designed for adequate access to the project area during construction and upon completion. The City will be sure to acquire the necessary approvals:

- Hud/federal environmental review clearances
- Permits issued by federal, state, regional and local environments and land use regulatory bodies.

This project will not require extensive design community outreach.

VII. PROCUREMENT

The procurement process for all contractors will be geared toward delivering, on a timely basis, the best value product or service, while maintaining the public's trust and fulfilling public policy objectives. The first step the city will take in procuring a contractor will be to determine the procurement method and type of contract that is applicable to the project. There are several procurement methods, including sealed bid, competitive proposals, small purchase, and micro-bids. The nature of the project and its expected cost determine the procurement method. Usually, a sealed bid is used for procuring construction contracts, a competitive proposal is used for professional services, and small purchase and micro-bids are used for either specific goods or services below a certain dollar amount. That dollar amount may depend on state or local requirements. For a variety of reasons, projects sometimes fail to generate competitive bids. If a compelling reason exists to make a single source award



Implementation Plan City of Lakeport

rather than re-bid a project, the City will document it in the project file and provide a reasonable justification for a non-competitive procurement.

This project will implement the small purchase procurement process. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity. The file will be documented as required and maintained for audit.

VIII. COMPENSATION STRUCTURE

Beyond the method of procurement, the City will also use different ways to structure compensation or the method of payment for a contract. These include:

A Lump Sum/Fixed Price Contract. The advantages of this type of contract include:

- The job will be finished within stated cost and is therefore more predictable.
- The contractor gets paid the full amount and has an incentive to work efficiently.

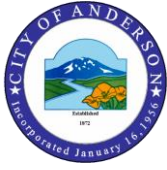
Two other types of contracts are a Time and Materials contract and a Unit Price contract. The City may use a time and materials contract only after a determination that no other contract is suitable for the project. Time and Materials contracts can help keep costs manageable though with these contracts, there is a disincentive for the contractor to work in a timely manner since he or she is being paid at a set hourly rate. To mitigate this risk, grantees must provide careful oversight during construction and include a ceiling price in the contract that the contractor exceeds at his or her own risk. The last type of contract is a Unit Price contract. An advantage of a Unit Price contract is that it is based on estimated quantities of materials, so the City has a sense of the overall cost. However, the City is only charged for the actual amount of material used. These contracts are best suited to public works and road projects with repetitive and easily quantifiable tasks.

The City will follow the required Federal Regulations and local requirements to ensure the highest restrictions are implemented.

IX. BID DOCUMENTATION

When procuring for construction, a well-structured bid process will help ensure that the City hires the best available contractors. The City will consider the following:

- Are there particular things that every contractor should have; that is, what are the pre-qualification requirements?
- Will the City hold pre-bid meetings? If so, will they be mandatory or optional?
- What is the schedule? Time the procurement to maximize the City's ability to work in the warmer months if winter weather is a concern.



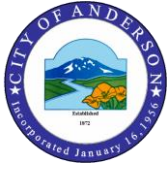
Implementation Plan City of Lakeport

In addition to specifying how the City will determine an award, the City will include:

- All terms and conditions
- Technical specifications and drawings
- Bid bond requirements
- Basis for Payment-
- CDBG rules and regulations
- Federal, State or local licensing or certification requirements
- Disabled, Minority and Women Business Enterprises and Section 3 requirements
- Include all applicable federal and state prevailing wage rates and labor standards provisions, including the appropriate Davis-Bacon Wages. To increase benefits to the community, when advertising the bid opportunity, ensure wide dissemination of the notice and that the City is reaching Disabled, Minority and Women Business Enterprises and local contractors, including certified Section 3 contractors.

The City will advertise in local newspapers, construction publications, state and local websites. The City will make sure to advertise far enough ahead of time so contractors have time to prepare their bids. The City will check for any modifications to wage rates and issue clarifications and addenda as needed. Once bids have been opened, there are still several steps required to complete the contractor procurement process. The City will need to:

- Check the completeness and accuracy of the bid
- Ensure the bid's cost reasonableness by comparing to the architect's or engineer's estimate and other bids
- Check references and contractor debarment status and document your procurement files
- Ensure the contractor does not have any conflicts of interest
- Select bid alternates, in case there is an issue with the primary bid award
- Issue a Notice of Award and solicit a Contractor's Acceptance of Award
- Execute a contract
- Obtain bonds and insurance certificates
- Approve the contractor's schedule
- Notify public safety agencies, the community and owners of adjacent properties that work will begin soon
- Verify that the contractor has obtained the required permits , and
- Issue the Notice to Proceed



Implementation Plan City of Lakeport

X. CONSTRUCTION

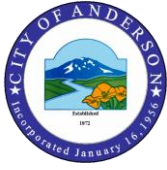
Prior to breaking ground, the City will establish a clear chain of command to ensure proper oversight of the project. Project roles can vary; however, the City will act as team leader, and is responsible for enforcing all federal requirements and monitoring the budget and all work. The project architect or engineer monitors the contractor's work to ensure that it meets the technical specifications, payment requests are accurate, and the work is of good quality. The City can hire a separate inspector or Clerk of the Works to oversee day to day construction. This inspector is responsible for being on site daily, keeping a journal of site conditions and activity, and communicating with the City and project architect or engineer when issues arise. There are numerous considerations for effective project management during construction. The City or its agent must ensure that:

- The project progresses in an efficient and effective way. This includes financial oversight and inspections of the work.
- The project complies with all applicable regulations, and adequate records and documentation are kept. For example, job site notices must be posted, and wage reports reviewed and filed.
- The project stays on schedule and within budget. The contractor should update the schedule frequently, and the City will check in with the inspector to forecast expenditure of funds.

XI. FINANCIAL ACCOUNTABILITY

The City is responsible for the financial accountability, project management, and compliance matters of their Public Facilities or Improvements project. Procedures to ensure financial accountability include:

- Reviewing and approving the contractor's schedule of values or unit pricing; discussing inconsistencies in values with the Project architect or engineer.
- Ensuring written approval of Work Change Orders; all change orders must be signed by the contractor and the City.
- Ensuring that contractor Payment and Performance Bonds and Insurance Certificates remain current.
- Manage Federal Labor Standards Compliance tasks; monitor for Davis-Bacon compliance; Review certified payrolls, verify information through job-site interviews, and ensure contractor compliance.
- Ensure documentation of payments and other required signoffs.
- Retain records and all applicable documentation in accordance with regulatory requirements. The City will retain permanently a full set of drawings that document the project as completed, also known as "as-builts", in the Public Works or Building departments.



Implementation Plan City of Lakeport

XII. INSPECTIONS

The City will regularly oversee the project's progress by making frequent inspections at the work site. During these visits, the City will:

- Discuss the project with the inspector in order to be aware of current or pending issues. The City or inspector will maintain a Project Log that records daily activity on site and construction progress.
- Signage and postings are an integral component of the job site and for significant projects within the community a project sign that describes the project, funding sources, and key players may be posted.
- Additionally, labor standards compliance, Equal Employment Opportunity, worker/site safety postings, and detour or warning signs need to be maintained and visible at the site.
- During site visits, the City will examine the work site to ensure that conditions provide for adequate worker and site safety.

XIII. PROJECT COMPLETION

Project completion signifies the symbolic turnover of the project to the community. A ribbon cutting or dedication is one way to both thank the community for its efforts and patience during construction and to illustrate the benefits of CDBG investment. Recording accomplishments is a key component to closing out activities. The City will complete required reporting to funders and documenting a project's impact such as before and after photos, and statistics that describe the project accomplishments.

FACILITIES USE AGREEMENT

This Facilities Use Agreement (“License”) is entered into by and between the City of Lakeport, a municipal corporation (“City”), and North Coast Opportunities, Inc., a nonprofit corporation organized and operating under the laws of the State of California (“NCO”). City and NCO may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, City intends to seek federal support under the Coronavirus Aid, Relief and Economic Security (CARES) Act to construct a commercial kitchen (the “Premises”) in the City of Lakeport Silveira Community Center at 500 N. Main Street, Lakeport, California, for the purposes of providing meals for Lakeport residents and others in the community impacted by COVID-19;

WHEREAS, the Premises are shown on the attached Exhibit A;

WHEREAS, NCO is willing and qualified to prepare meals in the Premises subject to the terms of this License; and

WHEREAS, City is willing to grant a license to NCO to use the Premises subject to the terms, conditions and limitations stated in this License.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, City and NCO agree as follows:

1. GRANT OF LICENSE

City hereby grants to NCO a revocable license to use the Premises for the Permitted Use as set forth in Section 4 subject to the terms, conditions and limitations contained herein. Except as provided herein, the NCO shall not use the Premises for any other purpose.

2. CONSIDERATION

NCO shall pay to City \$1 per year as consideration for this License.

3. TERM

Unless terminated earlier under Section 6, the term of this License shall be for a period commencing June 1, 2021 (“Effective Date”) and for one year thereafter. Upon the expiration of this License, the Parties may, but are under no obligation to, extend the term of this License. Any extension of this License shall be in writing signed by both Parties following approval by City.

4. PERMITTED USE

NCO shall use the Premises for preparing and providing meals to Lakeport residents impacted by COVID-19 (the “Permitted Use”). NCO may only provide meals off-site or “to-go” and no on-site provision of meals is permitted without prior written approval from the City. NCO will provide staff for on-site management while operating the kitchen pursuant to the Permitted Use. The Premises will be available for NCO employees, agents or subcontractors that support the meal service. NCO shall use the Premises in compliance with the terms, conditions and limitations contained herein. Except as provided herein, NCO shall not use the Premises for any other purpose. NCO shall comply with the City’s Community Center Facility Use Policies unless altered by this Agreement. City shall have the absolute right to enter the Premises herein specified, or any portion thereof, at all times.

5. CONDITIONS AND RESTRICTIONS

This License is subject to the following terms, conditions and limitations:

5.1 *Permits.* NCO is responsible for obtaining all permits, business licenses, and any other governmental authorizations required for NCO’s use of the Premises or preparation and distribution of meals. NCO shall be required to conduct the Permitted Use as set forth in Section 4 subject to additional conditions imposed by other governmental agencies. NCO shall use the Premises in accordance with all safety and sanitation rules established by federal, state, and/or local health regulations.

5.2 *“As is” Condition.* NCO agrees that it is accepting the Premises “as is” without any representation or warranty by City, or City’s officers, officials, employees or agents, express, implied or statutory, except as expressly provided herein, as to: (i) the nature or condition of the Premises, (including, without limitation, any design or natural defect of any kind or nature whatsoever), and (ii) the Premise’s fitness for NCO’s intended use of same. NCO is, or prior to its use of the Premises will be, familiar with the Premises. NCO is relying solely upon, and will have conducted, its own, independent inspection, investigation and analysis of the Premises as it deems necessary or appropriate.

5.3 *Furniture and Equipment.* City will provide an initial inventory of furniture and equipment in working condition in the Premises at the commencement of this License. The City inventory is attached as Exhibit B. NCO will provide an initial inventory of its equipment at the commencement of this License. This NCO inventory is attached as Exhibit C. NCO will inform City when furniture and equipment listed in Exhibit B requires repair and City will repair or have repaired said furniture and equipment at expense of City. City will provide furniture and equipment replacement or additions, as mutually deemed necessary and justified for operation of the meal service and agreed to by City. NCO is responsible for repair and replacement of furniture and equipment listed in Exhibit C. NCO will be responsible for keeping furniture and equipment clean and sharp, and NCO will obtain prior approval for all changes in furniture and equipment. It is the responsibility of NCO to properly train its employees in the

proper operation of all equipment. All furniture and equipment furnished to NCO under this License is and shall remain the property of City. NCO shall not damage, deface or remove any symbol or mark of identity on the furniture and equipment nor shall NCO damage said furniture and equipment as a result of negligence or failure to exercise reasonable care in the use thereof. Any damage resulting from conduct of NCO or its employees shall be the responsibility of NCO.

5.4 Maintenance. During the term of this License, NCO shall be responsible for maintaining the Premises in equal or better condition than its current condition. NCO will be solely responsible for providing custodial support to clean the Premises after each use, including but not limited to trash collection and removal. Upon termination of this License for any reason, NCO shall return the Premises to City in equal or better condition than its condition at the date of execution of this License. NCO shall be liable for any damage to the Premises, except normal wear and tear, caused by NCO's use of the Premises during the term of this License.

5.6 No Hazardous Substances. NCO agrees not to store any Hazardous Substances on the Premises. "Hazardous Substances" shall mean any substance or material at the level defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic chemical, a hazardous, toxic or radioactive substance, petroleum or other similar term, by any federal, State or local environmental statute, regulation or ordinance presently in effect or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time.

5.7 Use of Premises. City agrees to provide NCO with use of the Premises based on a schedule to be mutually agreed by the Parties and thereafter incorporated into this Agreement. This License does not constitute a lease, but constitutes a mere non-exclusive license and NCO is limited to the use of the Premises expressly and specifically described herein. NCO disclaims any interest that when coupled with the License herein granted would render it irrevocable. NCO further disclaims any exclusive right to the Premises and acknowledges City may enter the Premises at any time and for any reason during the term of this License, provided that City does not disturb or damage NCO's personal property therein.

5.8 City's Rights. NCO shall use the Premises subject the following: (i) City's right to revoke this License with or without cause pursuant to Section 6; (ii) City's rights to establish and enforce reasonable rules and regulations under this License concerning the use of the Premises; (iii) City's right to disapprove any person, employee, subcontractor, or entity retained by NCO to conduct or perform the Permitted Use as set forth in Section 4 on the Premises; (iv) City's right to temporarily close any portion of the Premises for maintenance purposes; and (v) City's right to permanently close the entirety of the Premises, or any portion thereof. NCO understands that the Community Center is a vital part of the City's emergency response infrastructure and that the City may require NCO to suspend use of the Premises if necessary to respond to acts of God, wars, insurrections, epidemics, fires, floods, power outages, earthquakes or other conditions beyond the control of the City.

5.9 Utilities. City shall be responsible for all utilities for the Premises during NCO's use of the Premises for the Permitted Use in Section 4.

5.10 Discrimination prohibited. In compliance with the Americans with Disabilities Act of 1990, NCO is prohibited from discriminating against individuals with disabilities in any events, programs, or activities. The City of Lakeport prohibits discrimination in all its programs, facilities, activities, on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program.

5.11 Electrical Systems. Modification of electrical systems or hook up is prohibited unless prior approved is given by City personnel.

5.12 Congregating. Dining, food service, and/or congregating is/are prohibited at the Community Center while using the Premises.

5.13 Parking. NCO's employees and agents may park in the existing parking lot next to the Community Center in which the Premises are located.

6. TERMINATION

6.1 In General. This License may be terminated by either Party upon thirty (30) days' notice by delivering a written instrument terminating this License in the manner set forth in Section 13. In the event of termination by either Party, City will reasonably permit NCO to enter the Premises to recover NCO's personal property, if any, and restore the Premises to its former condition.

6.2 Removal of Equipment. Upon termination of this License, NCO shall vacate the Premises and remove all furniture and equipment belonging to NCO. NCO shall not, however, remove any of the furniture, equipment and/or fixtures of the Premises belonging to City. NCO, upon vacating the Premises, shall restore the Premises, and any City furniture, equipment & and/or fixtures, to the extent possible, to the condition existing at the time NCO entered the Premises, allowing for normal wear and tear. In the event that NCO shall fail to remove its equipment or other property, City may at its election either treat such equipment or other property to have been abandoned if not removed within thirty (30) days after termination of this License or have such property removed and stored at the expense of NCO.

7. INDEMNIFICATION

7.1 Indemnification by NCO. To the fullest extent permitted by law, NCO shall indemnify, hold harmless, and when City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person,

whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with, in whole or in part, NCO's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of NCO or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either NCO or its subcontractors in the performance of this License, use of the Premises for the Permitted Use as set forth in Section 4, or its failure to comply with any of its obligations contained in this License, except such loss or damage which is caused by the sole active negligence or willful misconduct of City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses of litigation. NCO shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent. NCO acknowledges that City would not enter into this License in the absence of NCO's commitment to indemnify and protect City as set forth herein. The parties agree that the covenants contained in this Section 7 shall survive the expiration or termination of this License.

7.2 Indemnification by Subcontractors. NCO agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 7 of this License from each and every subcontractor or any other person or entity involved by, for, with or on behalf of NCO in the performance of this License or use of the Premises for the Permitted Use as set forth in Section 4. If NCO fails to obtain such indemnity obligations from others, NCO agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of NCO's subcontractors or any other person or entity involved by, for, with or on behalf of NCO in the performance of this License. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

8. INSURANCE

8.1 During the term of this License, NCO shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with use of the Premises and performance of this License. Such insurance shall be of the types and in the amounts as set forth below:

8.1.1 Comprehensive General Liability Insurance with coverage limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

8.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this License with minimum limits of one million dollars (\$1,000,000) per claimant and one million dollars (\$1,000,000) per incident.

8.1.3 Workers' Compensation Insurance with statutory limits and employer's liability insurance with limits of not less than one million dollars (\$1,000,000) per accident.

8.2 Insurance will not be canceled, limited, or allowed to expire without renewal until after 30 days advance written notice of any such cancellation, limitation or expiration has been given to City.

8.3 All of the insurance policies required to be obtained by NCO under this Section 8 shall be with companies and policies whose form is satisfactory and acceptable to City. Each policy shall designate City, and its officers, employees, agents or volunteers, as an additional named insured. Certificates of insurance shall be provided upon request to City.

8.4 The insurance provided by NCO shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers shall be in excess of NCO's insurance and shall not contribute with it.

9. INDEPENDENT BODY

NCO is, and at all times shall remain, independent from City and solely responsible for all acts and omissions of its employees, agents, representatives, contractors, and subcontractors including any alleged negligent acts or omissions. NCO, its employees, contractors, and subcontractors are not agents of City and shall have no authority to act on behalf of City or to bind City to any obligation whatsoever unless City provides its prior written authorization to NCO of such an obligation. NCO is not an officer or employee of City, and NCO shall not be entitled to any benefit, right, or compensation other than that as provided for in this License.

10. DEFAULT

In the event of a breach by NCO of any of the terms of this License, all rights of NCO hereunder shall cease and terminate, and in addition to all other rights it may have at law or in equity City may re-enter the Premises and take exclusive possession thereof without notice, and may remove any and all persons therefrom, and may also revoke this License; and upon any such revocation, all rights of NCO in and to the Premises shall immediately cease and terminate.

11. WAIVER

The waiver by City of any breach by NCO hereunder, or the failure on the part of City to enforce any rights it may have hereunder, shall not constitute a waiver of any other or subsequent, similar, or different breaches, or a waiver of City's power to enforce such rights.

12. ASSIGNMENT

This License is personal to NCO. NCO agrees not to assign, sell, transfer, encumber, pledge or otherwise hypothecate any part of the License or Premises or NCO's interest herein to any

entity without the prior written consent of City. Any purported assignment by NCO of this License shall be void and a basis for immediate termination of this License.

13. NOTICE

All notices, consents, requests, demands, approvals, waivers, and other communications desired or required to be given hereunder (referred to collectively as “notices”) shall be in writing and signed by the Party so giving the notice, and shall be effectively given or served: (i) on the date of personal service upon the person to whom it is directed; or (ii) on the date the notice is received or rejected provided it is sent prepaid, registered or certified mail, return receipt requested; or (iii) on the date the notice is delivered by a courier service to the address of the person to whom it is directed provided it is sent prepaid to the address of the person to whom it is directed. The addresses of the Parties are:

To City: CITY OF LAKEPORT
Attn: City Manager
225 Park Street
Lakeport, CA 95453

To NCO: NORTH COAST OPPORTUNITIES, INC
Attn: Patty Bruder /Robyn Bera
413 N. State Street
Ukiah, CA 95482

Either Party may, from time to time, change its address by giving written notice to the other Party thereof in the manner outlined above.

14. GOVERNING LAW AND VENUE

This License shall be interpreted, enforced and governed by the laws of the State of California. Any legal action arising out of this License shall be filed and prosecuted in the Lake County Superior Court.

15. SEVERABILITY

In case any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the remainder of the provisions of this License shall continue in full force and effect without impairment.

16. SOLE AGREEMENT

This License and the documents referenced herein constitutes the sole agreement between City and NCO with respect to the Premises. The Parties hereby agree that the persons executing this

License on its behalf have express authority to do so, and, in so doing, to bind both Parties thereto.

IN WITNESS WHEREOF, each of the Parties has caused its authorized representative to execute duplicate original counterparts of this License.

NORTH COAST OPPORTUNITIES, INC.



By: Patty Bruder
Its: Executive Director

Date: 6/17/2021

CITY OF LAKEPORT



By: Kevin Ingram
Its: City Manager

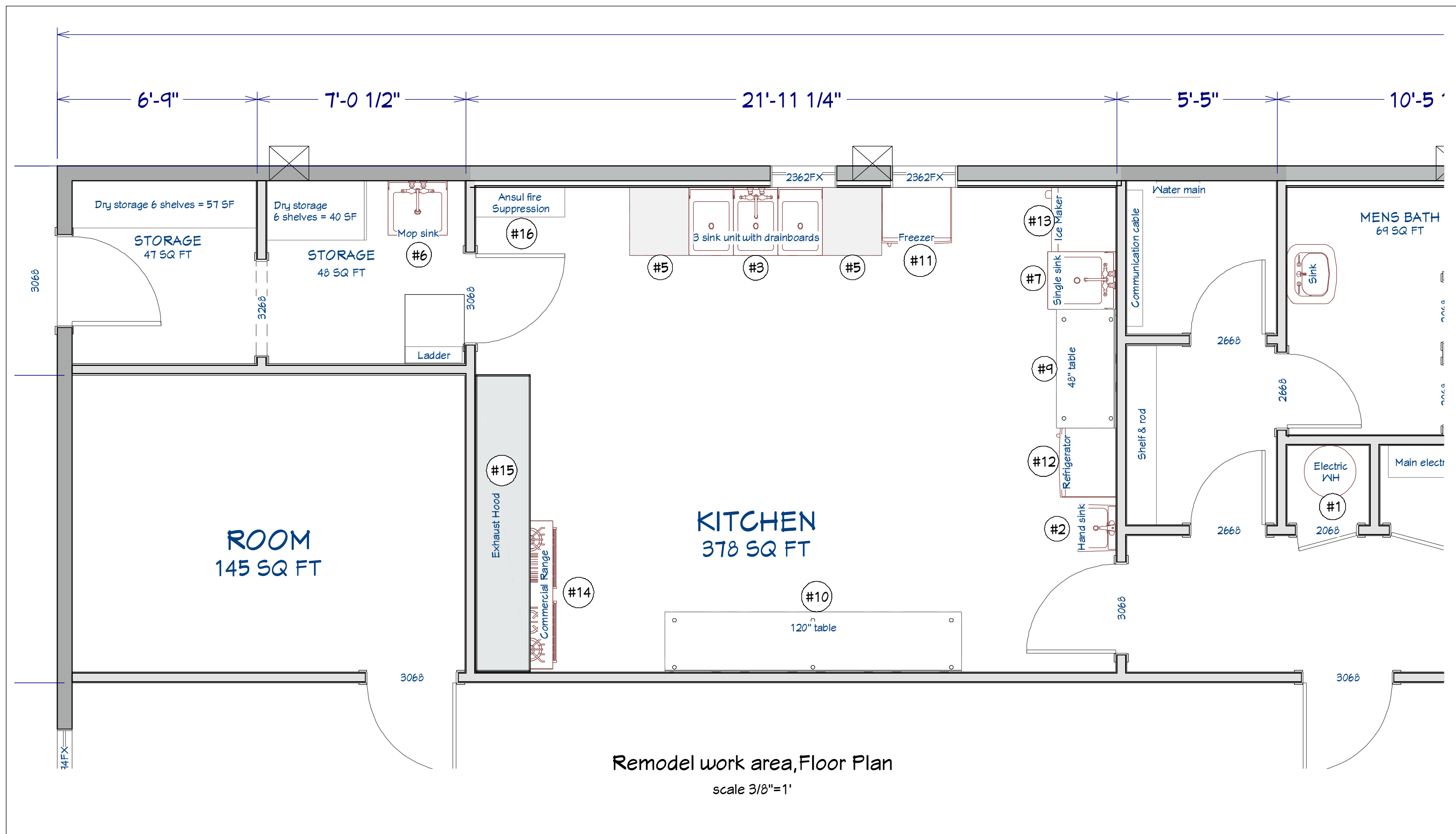
Date: 6/17/21

Attest:



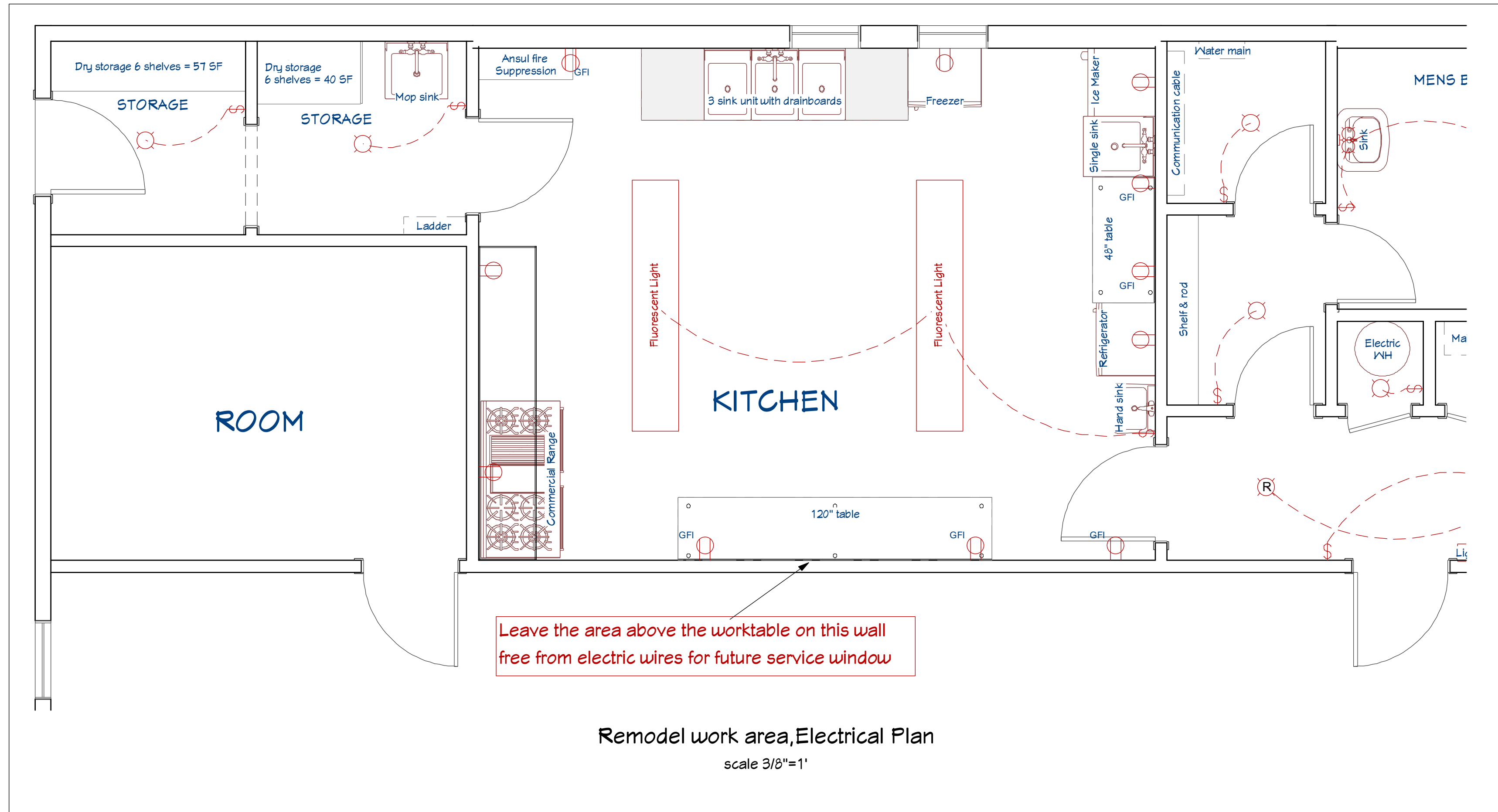
Kelly Buendia
City Clerk

Exhibit A



Remodel work area, Floor Plan
scale 3/8"=1"

Job: Community Kitchen	
Address: 500 N. Main Lakeport	
Electric Load Calculator	
220.12 General Lighting Load 3 va/ft ² of floor area, including unused space adaptable for future use.	
Existing Lighting	Kitchen/Utility Floor Area = 473 ft ² = 1,419 va
	Basement Floor Area = 0 ft ² = - va
220.52(A) Small Appliance Load 1500 va for each 20 amp branch circuit required per 210.1(C)(1) in EACH kitchen, pantry, breakfast room, dining room, or similar areas.	
# of Small Appliance Branch Circuits = 5	1500 va = 7,500 va
220.52(B) Laundry Load # of Laundry Branch Circuits = 0	1500 va = - va
	Total General Lighting & Appliance Load = 8,919 va
220.42 Lighting Load Feeder Demand Factors First 3000 or less at 100% From 3001 to 120,000 at 35% Remainder over 120,000 at 25%	
	3,000 va
	2,072 va
	Total Lighting Demand Load = 5,072 va
220.54 Electric Clothes Dryers	
Qty 0	Electric Dryer #1 kw - w
Qty 0	Electric Dryer #2 kw - w
220.55 Electric Cooking-Ranges, Stove Tops and Wall Ovens	
Qty 0	Wall Oven Nameplate - kw
Qty 0	Electric Range Nameplate - kw
Qty 0	Wall Oven Nameplate - kw
	Electric Cooking Demand Load = -0 w
220.51 Fixed Electric Space Heating Loads or Air Conditioning Load:	
Water heater	9.0 kw - kva
	- kw - kva
	- kw - kva
	- kw - kva
	- kw - kva
	Load = 9,000 va
220.14 Appliance load-Dwelling Units	
Qty Description va(watts)	Qty Description va(watts)
1 Ice maker 800	0 -
1 Freezer 800	0 -
1 Refrigerator 800	0 -
1 Microwave 1,500	0 -
1 Range Hood 1,200	0 -
1 Gas range 1,000	0 -
0 -	0 -
	Total Connected Appliance Load = 6,180 va
	Total Appliance Demand Load = 4,635 va
220.53 Appliance load-Dwelling Units	
Qty Description va(watts)	Qty Description va(watts)
0 -	0 -
0 -	0 -
0 -	0 -
0 -	0 -
	Total Motor Load = - va
25% of Largest Motor Load = - va	
Total Motor Demand Load = - va	
430.24 Several Motors or a Motor(s) and Other Load(s)	
	25% of Largest Motor Load = - va
	Total Motor Demand Load = - va
	TOTAL CALCULATED DEMAND LOAD in Volt-amperes = 18,707 va
	TOTAL CALCULATED DEMAND LOAD in AMPS @120/240V 1ph3W = 78 amps



Remodel work area, Electrical Plan
scale 3/8"=1"

CITY ENGINEER
Paul Curran

CONTRACTOR
Bridges Construction
5846 Live Oak Dr. Suite 2
Kelseyville Calif.
Phone # 707-263-4000

OWNER
City of Lakeport
225 Park St.
Lakeport Calif.

Community center Kitchen
PROJECT ADDRESS: 500 N. Main St.
Lakeport California

DRAWINGS PROVIDED BY: *Glenn Bridges*
GLENN BRIDGES LICENSE # 524264
10500 Bottle Rock rd.
Kelseyville Calif. 95451 349 0336 CELL

DATE:
2/17/21

SHEET:

5


Project:

CITY OF LAKEPORT # 159480
REVISED

225 Park St
Lakeport, CA 95453

Item	Qty	Description	Sell	Sell Total
1	1 ea	EXHAUST HOOD Accurex Model No. CITY-OF-LAKEPORT Please see attached for Ventilation System SPECS based on limited information provided. The quote can be updated as information becomes available. Pricing Based On Limited Information About Construction And Cooking Equipment And Subject To Change. Fire System Permits Up To \$500.00 Included. Customer Responsible For Additional Fees If Higher Than \$500.		
	1 ea	SOTF HOOD DELIVERIES *****Hood Systems ship DIRECT from Accurex. They are very LARGE and will REQUIRE a FORKLIFT or FLATBED for delivery -depending on the length of the Hood panels. *****SPECIAL delivery allowances may be REQUIRED as often the pieces are too long for Liftgate usage and MUST BE NOTED on the PO.***** **DELIVERY APPOINTMENT IS MANDATORY for HOOD deliveries. Please ensure that you have help on hand for delivery as it will take several people to get the entire unit off the truck or flatbed without damaging any of the many pieces. The DRIVER IS NOT RESPONSIBLE FOR REMOVING THE UNIT FROM THE TRUCK. They MAY assist but are NOT required too.		
ITEM TOTAL:				
14	1 ea	FREIGHT Supplies on the Fly Model No. DROP SHIP THIS WILL BE MULTIPLE SHIPMENTS. Order to be drop shipped direct to location provided from each manufacturer / supplier. Tracking information will be provided as it is available from the manufacturers. Items will ship once complete from the manufacturers.		
11	1 ea	REACH-IN FREEZER		

Supplies on the fly

Item	Qty	Description	Sell	Sell Total
		True Manufacturing Co., Inc. Model No. T-19F-HC Freezer, reach-in, one-section, -10°F, (1) solid door, (3) PVC coated adjustable wire shelves, interior lighting, stainless steel door, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 2-1/2" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 3.7 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR®		
	1 ea	NOTE: Commonly stocked model in right and left hinge; verify availability with factory		
	1 ea	Self-contained refrigeration standard		
	1 st	Swivel castors, set of 4, 2-1/2" dia.(adds 3-1/4" to OA height)		
	1 ea	Warranty - 7 year compressor (self-contained only), please visit www.Truemfg.com for specifics (updated warranty sheet pending from True)		
	1 ea	Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics		
	1 ea	Door hinged right standard		

ITEM TOTAL:





12	1 ea	REACH-IN REFRIGERATOR True Manufacturing Co., Inc. Model No. T-19-HC Refrigerator, reach-in, one-section, (1) solid door, (3) adjustable PVC coated shelves, interior lighting, stainless steel door, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 2-1/2" castors, R290 Hydrocarbon refrigerant, 1/10 HP, 115v/60/1-ph, 1.5 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA		
	1 ea	NOTE: Commonly stocked model in right and left hinge; verify availability with factory		
	1 ea	Self-contained refrigeration standard		
	1 st	Swivel castors, set of 4, 2-1/2" dia.(adds 3-1/4" to OA height)		
	1 ea	Warranty - 7 year compressor (self-contained only), please visit www.Truemfg.com for specifics (updated warranty sheet pending from True)		
	1 ea	Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics		
	1 ea	Door hinged right standard		

ITEM TOTAL:

13	1 ea	RANGE, 60", 6 BURNERS, 24" GRIDDLE Vulcan Model No. 60SS-6B24GP Endurance™ Restaurant Range, LP gas, 60", (6) 30,000 BTU burners with lift-off burner heads, (1) 24" manual griddle, 3/4" thick, 4" wide front grease trough, (2) standard oven bases, stainless steel front, sides, backriser & high shelf, fully MIG welded frame, 6" adjustable legs, 278,000 BTU, CSA Flame, CSA Star, NSF		
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	Griddle on right side, standard		
	1 ea	Note: The griddle being placed on the right will automatically move the 26" oven to the right		
	1 ea	Stainless steel backriser and lift-off high shelf, standard		

Item	Qty	Description	Sell	Sell Total
	2 st	CASTERS RR4 Casters (set of 4) (quantity of 2 required) THIS UNIT IS BUILT TO ORDER AND CANNOT BE RETURNED AND IS NONFUNDABLE. PLEASE CONFIRM PRIOR TO PALCIGN THIS ORDER.		
ITEM TOTAL:				
14	1 ea	THREE (3) COMPARTMENT SINK Eagle Group Model No. 414-16-3-24-X 414 Series Sink, three compartment, 102"W x 27-1/2"D, 430 stainless steel top with 304 stainless steel sink bowls, coved corners, 16"W x 20" front-to-back x 13-1/2" deep compartments, 24" drainboards on left & right, 9-1/2"H backsplash with 1" upturn & tile edge, 8" OC splash mount faucet holes, 2" euro-style edge on front & sides, includes (3) 3-1/2" basket drains, galvanized legs & side crossbracing, adjustable plastic bullet feet, NSF (FLYER)		
	3 ea	300720-X Lever Handle Drain, 1-1/2" or 2" IPS connection (FLYER)		
ITEM TOTAL:				
15	1 ea	WALL / SPLASH MOUNT FAUCET Krowne Metal Model No. 12-818L Krowne Silver Series Faucet, splash-mounted, 8" centers, 18" jointed spout, quarter-turn ceramic cartridge valve, low lead compliant		
ITEM TOTAL:				
16	1 ea	ICE MAKER WITH BIN, CUBE-STYLE Manitowoc Model No. UYF0140A NEO® Undercounter Ice Maker, cube-style, air-cooled, self contained, 26"W x 28"D x 38-1/2"H, production capacity up to 137 lb/24 hours at 70°/50° (100 lb AHRI certified at 90°/70°), 90 lb ice storage capacity, electronic controls, half-dice size cubes, 6" adjustable legs with flanged feet (painted gray), 0.42 HP, NSF, cULus, CE		
	1 ea	WARRANTY-ICE-SC 3 year parts & labor (Machine), 5 year parts & labor (Evaporator), 5 year parts & 3 years labor (Compressor), standard		
	1 ea	(-161B) 115v/60/1-ph, 5.0 amps, cord with NEMA 5-15P		
	1 ea	AR-10000 Arctic Pure® Primary Water Filter Assembly, includes head, shroud, hardware, mounting assembly, & (1) filter cartridge, 14,000 gallon capacity, 0-600 lbs./ice per day		
	1 ea	WARRANTY-ARCPURE 3 year parts & labor warranty on cap, housing, hardware, & mounting assembly (does not refer to filter cartridge), standard		
ITEM TOTAL:				
17	1 ea	WORK TABLE, STAINLESS STEEL TOP Advance Tabco Model No. KMS-3010 Work Table, 120"W x 30"D, 16 gauge 304 stainless steel top with 5"H backsplash, 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet feet, NSF		
ITEM TOTAL:				
18	1 ea	HAND SINK		

Supplies on the fly

Item	Qty	Description	Sell	Sell Total
		Eagle Group Model No. HSA-10-F-1X Hand Sink, wall mount, 13-1/2" wide x 9-3/4" front-to-back x 6-3/4" deep bowl, 304 stainless steel construction, splash mount gooseneck faucet, basket drain, deep-drawn seamless design-positive drain, inverted "V" edge, NSF (FLYER)		
			ITEM TOTAL:	
19	1 ea	WALL / SPLASH MOUNT FAUCET Advance Tabco Model No. K-123-X Faucet, 4" OC, splash mounted with 6" extended D spout, lead free		
			ITEM TOTAL:	
20	1 ea	ONE (1) COMPARTMENT SINK Eagle Group Model No. 414-16-1-X 414 Series Sink, one compartment, 23-1/4"W x 27-1/2"D, 430 stainless steel top with 304 stainless steel sink bowl, coved corners, 16" wide x 20" front-to-back x 13-1/2" deep compartment, 9-1/2"H backsplash with 1" upturn & tile edge, 8" OC splash mount faucet holes, 2" euro-style edge on front & sides, includes 3-1/2" basket drain, galvanized legs & side crossbracing, adjustable plastic bullet feet, NSF (FLYER)		
	1 ea	300716-X Faucet, 12" long, splash-mounted mixing faucet, 8" centers, swing nozzle, NSF (FLYER)		
	1 ea	300720-X Lever Handle Drain, 1-1/2" or 2" IPS connection (FLYER)		
			ITEM TOTAL:	
21	1 ea	WORK TABLE, STAINLESS STEEL TOP Advance Tabco Model No. KMS-244 Work Table, 48"W x 24"D, 16 gauge 304 stainless steel top with 5"H backsplash, 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet feet, NSF		
			ITEM TOTAL:	
22	1 ea	GREASE INTERCEPTOR John Boos Model No. GT-30 Grease Interceptor, 30 lb. grease capacity, 15 gallons per minute flow rate, 2-1/2" inlet/outlet, no-hub connections, T-Vent included, no-skid cover, removable baffle, easy removable cover, integral trap, vented inlet flow control device, 1/8" thick carbon steel, PDI certified		
			ITEM TOTAL:	
			Merchandise	
			Freight	
			Total	

Prices Good Until: 06/14/2020

EXHIBIT C

Existing NCO-Owned Furniture and Equipment

NCO owns a 3 door glass front freezer, to be housed in the office/storage area of the kitchen.





Invoice #000087

We appreciate your business.

Bill To

Robyn Bera
NORTH COAST OPPORTUNITIES
Dfernweh@ncoinc.org
14290 Olympic Drive
Suite B
Clearlake, CA 95422

Invoice Details

PDF created April 9, 2021
\$1,500.00

Payment

Due March 19, 2021
\$1,500.00

Item	Quantity	Price	Amount
3 Door Glass Front Freezer <i>Lakeport Community Kitchen</i>	1	\$1,500.00	\$1,500.00
Subtotal			\$1,500.00

Total Due **\$1,500.00**



Pay online

To pay your invoice go to <https://gosq.me/u/xFNfrgsI>

Or open your camera on your mobile device, and place the code on the left within the camera's view.

RESOLUTION NO. 2820 (2021)

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM
THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-
CORONAVIRUS RESPONSE ROUND 2 and 3 (CDBG-CV2 and CV3) NOFA DATED
DECEMBER 18, 2020**

BE IT RESOLVED by the City Council of the City of Lakeport as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed \$241,394 for the following CDBG-CV2 and CV3 activities pursuant to the December 2020 CDBG-CV2/3 Notice of Funding Availability (NOFA):

List activities and amounts

Public Facility Improvement \$ 241,394

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed \$0 for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3:

The City of Lakeport acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The City of Lakeport hereby authorizes and directs the City Manager to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the City Manager is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the City Manager is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lakeport held on August 17, 2021 by the following vote:

AYES: 5 _____
ABSENT: 0 _____

NOES: 0 _____
ABSTAIN: 0 _____



Kenneth Parlet II, Mayor
Lakeport City Council

STATE OF CALIFORNIA
City of Lakeport

I, Kelly Buendia, City Clerk of the City of Lakeport, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 17th day of August, 2021.

Kelly Buendia, City Clerk of the City of Lakeport, State of California

By: Kelly Buendia
Kelly Buendia



Doc # 2019004232
Page 1 of 8
Date: 4/10/2019 11:33A
Filed by: MAIL
Filed & Recorded in Official Records
of COUNTY OF LAKE
RICHARD A. FORD
COUNTY RECORDER
Fee: \$110.00

RECORDING REQUESTED BY

First American Title Insurance Company
1201 Walnut Street, Ste. 700
Kansas City, MO 64106
Attn: Thomas W. Jensen, Esq. (Re: Title
File NCS-401470-656-KCTY)

WHEN RECORDED MAIL THIS DEED TO:

First American Title Insurance Company
1201 Walnut Street, Ste. 700
Kansas City, MO 64106
Attn: Thomas W. Jensen, Esq. (Re: Title
File NCS-401470-656-KCTY)

MAIL TAX STATEMENTS TO:

City of Lakeport
225 Park Street
Lakeport, CA 95453

SPACE ABOVE THIS LINE FOR RECORDER
USE

Title of Document: Grant Deed

GRANT DEED

APN No. 025-381-080-000 **Title No.** NCS-401470-656-KCTY **Escrow No.** NCS-401470-656-KCTY

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is \$ 0.00 CITY TAX \$ 0.00

- ☐ computed on full value of interest or property conveyed, or
- ☐ computed on full value less value of liens or encumbrances remaining at time of sale
- ☐ Unincorporated area: _____
- ☐ City of Lakeport

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, as of March 28, 2019, **BANK OF AMERICA, NATIONAL ASSOCIATION**, a national banking association ("Grantor"), successor by merger to Bank of America National Trust and Savings Association, whose mailing address is 13850 Ballantyne Corporate Place, Mail Code: NC2-150-03-06, Charlotte, NC 28277, Attn: Property Administration (CA1-121), does hereby GRANT(s) to **CITY OF LAKEPORT**, a California municipal corporation ("Grantee"), whose mailing address is 225 Park Street, Lakeport, CA 95453, the real property described on Exhibit A attached hereto and made a part hereof, which real property is located in the County of Lake, State of California.

This conveyance is made by Grantor and accepted by Grantee subject to all covenants, conditions, restrictions and other matters of record recorded or filed in the applicable records of Lake County, California with respect to the real property conveyed hereby and all unpaid taxes and assessments, known or unknown.

Without limiting the foregoing, this conveyance is made by Grantor and accepted by Grantee subject to the matters set forth on Exhibit B attached hereto and incorporated herein by this reference ("Permitted Exceptions").

By acceptance of this Deed, Grantee acknowledges and agrees with Grantor that Grantee is acquiring the property conveyed by this Deed pursuant to that certain Real Estate Donation Agreement dated as of March 5, 2019 by and between Grantor and Grantee, including but not limited to the provisions of Section 5 thereunder, which are hereby confirmed and ratified by Grantee.

Grantee (together with any successor or assign of Grantee, herein called "ATM Landlord"), as landlord under that certain ATM Lease Agreement dated on or about the date hereof between Grantee, as Landlord, and Grantor, as Tenant (collectively with any successors or permitted assignees, "Tenant"), for a portion of the Property (the "ATM Lease"), agrees that during the Term (as defined in the ATM Lease), Tenant shall have the exclusive right to the Banking Use (as hereinafter defined) on or about the real property described on Exhibit A (the "Property") and that ATM Landlord shall not sell, lease or license, use or permit any portion of the Property to anyone other than Tenant for the Banking Use or for "retail banking purposes" (the "Use Restriction"), such Use Restriction to survive for the term of the ATM Lease, and any extension or renewal thereof (the "Restricted Period"). As used in the Lease, the term "retail banking purposes" shall include, without limitation, receiving deposits or making loans to the general public, engaging in the sale of securities, providing trust services or engaging in stock or mortgage


brokerage, whether done by a state bank, national bank, savings and loan association, credit union or other entity, whether by walk-in or drive-up teller facility, ATM or otherwise. As used in the Lease, the term "Banking Use" means operating or using services for the operation of automated teller machines, remote banking center kiosks, or other self-service banking devices, which include, but are not limited to, receiving deposits or making loans to the general public, through an on-line computerized system capable of accepting and operating with any and all bank credit, debit or identification cards or devices, now or hereafter designated or allowed by Tenant, including the technological evolution thereof, including so-called "ATMs with Teller Assist" or "Video Teller Machines" (collectively "ATM" or "ATMs"), and offering other products and services that are available through some or all of Tenant's other ATMs in any part of the United States. In addition, during the Restricted Period, other than by Tenant under the ATM Lease: (i) there shall be no signage or advertising of any type placed or permitted upon any portion of the Property that relates to a financial institution, including Grantee or ATM Landlord (the "Signage Restriction"), and (ii) other than Tenant under the ATM Lease, there shall be no public announcements, advertising, solicitations, business development, notices or other publications relating in any manner to the present or future operation of a financial institution, including Grantee or ATM Landlord, upon the Property (the "Advertising Restriction"). ATM Landlord shall not, at any time during the Term, lease or otherwise grant occupancy rights in the Property to any tenant or occupant whose business is undesirable for a first class retail property in Tenant's reasonable discretion, such uses to include, but not be limited to, a strip club, pawn shop, pornography dealer, tattoo parlor or head shop. In the event of a violation of the aforesaid restrictions, including the Use Restriction, Advertising Restriction or Signage Restriction (collectively, the "Restrictions"), which violation is not cured within fifteen (15) days after Tenant delivers written notice to ATM Landlord, Tenant shall be entitled to pursue all remedies available at law or in equity, including, without limitation, injunctive relief. In addition, Tenant shall be entitled to recover from ATM Landlord liquidated damages in the amount of \$500.00 per day for any violation of the Restrictions from the commencement of any such violation. The parties recognize and acknowledge that the foregoing liquidated damages are reasonable and do not constitute a penalty and are being imposed due to the difficulty of calculating the actual damages that would result from a violation of the Restrictions. In the event of any litigation relating to the enforcement of the provisions contained in this paragraph, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees. These Restrictions shall run with the land.

If any term or provision of this Deed or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Deed or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

Assessor's ID Number: 025-381-080-000

IN WITNESS WHEREOF, the undersigned has caused this Grant Deed to be executed as of the date and year first above written.

BANK OF AMERICA, NATIONAL ASSOCIATION, a
national banking association

By: 
Name: Kathleen M. Luongo
Title: Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

COMMONWEALTH OF MASSACHUSETTS

SS:

COUNTY OF MIDDLESEX

On March 26, 2019 before me, Joan Isabel Arria, a Notary Public, personally appeared Kathleen M. Luongo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Joan Isabel Arria
(Signature of person taking acknowledgment)
(Title or rank)
(Serial number, if any)



EXHIBIT A

LEGAL DESCRIPTION

THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF LAKEPORT, LAKE COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 5, AS SHOWN ON THAT CERTAIN MAP ENTITLED "LAKEPORT", FILED IN THE OFFICE OF THE COUNTY RECORDER OF LAKE COUNTY ON FEBRUARY 17, 1871, IN BOOK 1 OF TOWN MAPS AT PAGE 1, AND RUNNING THENCE NORTH, ALONG THE WEST LINE OF SAID BLOCK 5, 130 FEET;

THENCE EAST, PARALLEL TO THE SOUTH LINE OF SAID BLOCK 5, 185 FEET;

THENCE SOUTH, PARALLEL TO THE WEST LINE OF SAID BLOCK 5, 130 FEET TO THE SOUTH LINE OF BLOCK 5;

THENCE WEST, ALONG THE SOUTH LINE OF SAID BLOCK 5, 185 FEET, TO THE PLACE OF BEGINNING.

PARCEL TWO:

A TRACT OF LAND LYING WITHIN LOT 2 IN BLOCK 5, AS SHOWN ON THAT CERTAIN MAP ENTITLED "LAKEPORT", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID LAKE COUNTY ON FEBRUARY 17, 1871, IN BOOK 1 OF TOWN MAPS AT PAGE 1, BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN THE DEED FROM THOMAS R. MILLER, JR., ET AL., TO TOM R. MILLER, SR., ET UX., DATED JULY 1, 1963, RECORDED JULY 17, 1963, IN BOOK 404 OF OFFICIAL RECORDS OF LAKE COUNTY AT PAGE 33, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2 AND RUNNING THENCE SOUTH, ALONG THE WEST LINE THEREOF, 50 FEET TO A POINT THEREON THAT IS NORTH 130 FEET, MEASURED ALONG SAID LINE, FROM THE SOUTHWEST CORNER OF SAID BLOCK;

THENCE EAST, ON A LINE PARALLEL WITH THE NORTH LINE OF FIFTH STREET, AS SHOWN ON SAID MAP, 185 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN THE DEED FROM FRANK X. FLOOD, ET UX., TO WILLIAM E. ADDINGTON, ET AL., DATED DECEMBER 3, 1953, OF RECORD IN BOOK 238 OF OFFICIAL RECORDS OF LAKE COUNTY AT PAGE 499;

THENCE NORTH, ON A LINE PARALLEL WITH THE SAID WEST LINE, 50 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2 THAT IS EAST 185 FEET FROM THE POINT OF BEGINNING;

AND THENCE WEST, ALONG SAID NORTH LINE, 185 FEET TO THE POINT OF BEGINNING.

APN: 025-381-080-000

EXHIBIT B

PERMITTED EXCEPTIONS

1. Rights of parties in possession, if any.
2. Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records as of the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.
3. Defects, liens, encumbrances, adverse claims or other matters (a) not known to the Grantor and not shown by the public records but known to the Grantee as of the date hereof and not disclosed in writing by the Grantee to the Grantor prior to the date hereof; (b) resulting in no loss or damage to the Grantee; or (c) attaching or created subsequent to the date hereof.
4. Visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.
5. Any and all unrecorded leases, if any, and rights of parties therein.
6. Taxes and assessments for the year of closing and subsequent years.
7. All judgments, liens (excluding construction liens), assessments, code enforcement liens, encumbrances, declarations, mineral reservations, covenants, restrictions, reservations, easements, agreements and any other matters as shown on the public records.
8. Any state of facts which an accurate survey or inspection of the Property would reveal, including inland/tidal wetlands designation if applicable.
9. Any liens for municipal betterments assessed after the date of the Donation Agreement and/or orders for which assessments may be made after the date of the Donation Agreement.
10. Without limiting the foregoing, all covenants, conditions, restrictions and other matters of record recorded or filed in the applicable records of Lake County, California with respect to the real property conveyed hereby.
11. That certain ATM Lease of or about even date herewith between Grantee, as Landlord, and Grantor, as Tenant, for a portion of the Property.

SAM Search Results
List of records matching your search for :

Functional Area: Entity Management
Record Status: Active, Inactive
Entity Name: North Coast Opportunities
Location 1 - State: CALIFORNIA

ENTITY NORTH COAST OPPORTUNITIES, INC.		Status: Active
DUNS: 089187264	+4:	CAGE Code: 3VJA9 DoDAAC:
Expiration Date: 08/06/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 413 N STATE ST	State/Province: CALIFORNIA	
City: UKIAH	Country: UNITED STATES	
ZIP Code: 95482-4421		



LAKEPORT, CITY OF

DUNS Unique Entity ID 086131034	SAM Unique Entity ID NT49J8BP91L8	CAGE / NCAGE 68C48
Purpose of Registration Federal Assistance Awards Only	Expiration Date Mar 25, 2022	Registration Status Active
Physical Address 225 Park ST Lakeport, California 95453-4802 United States	Mailing Address 225 Park Street Lakeport, California 95453-4802 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District California 05	State / Country of Incorporation (blank) / (blank)	URL (blank)

Registration Dates

Activation Date Mar 30, 2021	Submission Date Mar 25, 2021	Initial Registration Date Jan 10, 2011
--	--	--

Entity Dates

Entity Start Date Apr 30, 1888	Fiscal Year End Close Date Jun 30
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure U.S. Government Entity	Entity Type US Local Government	Organization Factors (blank)
Profit Structure (blank)		

Government Types

U.S. Local Government
Municipality
City

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

Points of Contact

Electronic Business


Nicholas Walker, Finance Director

**225 Park Street
Lakeport, California 95453
United States**

Kelly Buendia, Deputy City Clerk

225 Park Street
Lakeport, California 95453
United States

Government Business


KEVIN INGRAM, City Manager

**225 Park Street
Lakeport, California 95453
United States**

Nicholas Walker, Finance Director

225 Park Street
Lakeport, California 95453
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
---------	-------------	-------------

Disaster Response

This entity does not appear in the disaster response registry.



APPENDIX H

1

Appendix J: CDBG-CV Application Certifications and Statement of Assurances

Complete and fully execute the attached CDBG-CV Application Certifications and Statement of Assurances. The executed statement must be uploaded as a threshold document in the application. The document **may not** be modified.

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

2020 W. El Camino Avenue, Suite 200
Sacramento, CA 95833
(855) 333-CDBG (2324)/ FAX (916) 263-2763
www.hcd.ca.gov



CDBG-CV Application Certifications and Statement of Assurances

The applicant, _____ City of Lakeport _____, hereby certifies the following:

1. Legal Authority:

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

2. Application Authorization:

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

3. Citizen Participation:

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

- A. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction – and
- B. Provides citizens with reasonable ADA compliant and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG regulations, and relating to the actual use of funds under this title – and
- C. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee – and

- D. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodation for the handicapped. This shall include one public meeting during the program design, annual performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal – and
- E. Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable – and
- F. Identifies needs of limited-English speaking residents will be met in the case of public hearings where limited-English speaking residents can reasonably be expected to participate.

4. National Objective:

It has developed its CDBG Program so as to primarily benefit targeted income person and households and each activity in the program meets one of the three national objectives: benefit to low-and moderate-income persons, elimination of slums and blight, or meets an urgent community need (with prior Department approval) certified by the grantee as such.

5. NEPA Environmental Review:

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

6. Audit/Performance Findings:

It certifies that the State Controller's Office (SCO) was in receipt of its complete Single Audit Package by the NOFA application due date, or certifies that is exempt from the Single Audit requirements set forth in [2 CFR Part 200](#).

7. Growth Control:

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

- A. Imposes a moratorium on residential construction, to protect health and safety, for a specified period of time which will end when health and safety is no longer jeopardized; or
- B. Creates agricultural preserves under [Chapter 7 \(commencing with Section 51200\) of Part 2 of Division 1 of Title 5 of the Government Code](#); or
- C. Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission; or
- D. The applicant has an adopted housing element which the Department has found to be in compliance, unless a final order has been used by a court in which the court determined that it is not in compliance with [Article 10.6 of Chapter 3 of Division 1 of Title 7 of the Government Code, commencing with section 65580](#).

8. Uniform Administrative Requirements:

It will comply with the regulations, policies, guidelines and requirements of [2 CFR Part 200](#) and [24 CFR Part 85](#) and the [CDBG Program Guidelines](#).

9. Nondiscrimination:

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

- A. Title VI of the Civil Rights Act of 1964 (Public Law 88-352).
- B. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.
- C. Section 109 of the Housing and Community Development Act of 1974, as amended.
- D. Section 3 of the Housing and Urban Development Act of 1968, as amended.
- E. Executive Order 11246, as amended by Executive Orders 11375 and 12086.

- F. Executive Order 11063, as amended by Executive Order 12259.
- G. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended, and implementing regulations.
- H. The Age Discrimination Act of 1975 (Public Law 94-135).

10. Anti-Displacement/Relocation:

It will comply with the Federal Relocation Act (42 U.S.C. 4601 et seq.).

11. Labor Standards:

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

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

12. Architectural Barriers:

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

13. Conflict of Interest:

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

14. Limitations on Political Activities:

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

15. Lead-Based Paint:

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

16. Debarred Contractors:

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

17. Inspection of Grant Activities:

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

18. Cost Recovery:

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

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

19. Procurement:

It will follow the federal procurement policies per [2 CFR 200.320](#)

20.Excessive Force:

It will adopt and enforce policies:

- A. Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and
- B. Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.


21.Anti-Lobbying:

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

22.Compliance with Laws:

The jurisdiction will comply with all applicable laws, rules, and regulations governing the activities being applied for herein.

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

Kevin Ingram
Printed Name of Authorized Representative (*per the Resolution*)
 City Manager _____
Signature Title Date 3/31/2021

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- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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Kevin Ingram
Printed Name of Authorized Representative (*per the Resolution*)
 Signature City Manager _____ Title 3/31/2021 Date

Lake County Publishing
Lake County Record-Bee
2150 S. Main St., PO Box 849
Lakeport, CA 95453
(707) 263-5636
advertising@record-bee.com

CITY OF LAKEPORT - COMMUNITY
DEVELOPMENT DEPT.
HILARY BRITTON, CITY ENGINEER
225 PARK STREET
LAKEPORT, CA 95453

Account Number: 2110090

Ad Order Number: 0006543297

Customer's Reference Notoc Of Public Hearing / English
/ PO Number:

Publication: Lake County Record-Bee

Publication Dates: 01/02/2021

Amount: \$435.79

Payment Amount: \$0.00

Invoice Text: RB20313
CITY OF LAKEPORT
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Lakeport will conduct a Public Hearing at 6 p.m., or soon thereafter, on February 2, 2021 via teleconference (see instructions below) to consider the following item:

SUBJECT:

POTENTIAL PROGRAM(S) FOR INCLUSION IN THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CDBG-CV) APPLICATION The City Council will consider potential CDBG-CV programs and provide direction for staff to prepare an application in response to the release of the Notice of Funding Availability (NOFA) for CDBG-CV funds for COVID-19 related activities that benefit low- and moderate-income residents.

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the impacts of the COVID-19 pandemic. The State Department of Housing and Community Development (HCD) is will be publishing a Notice of Funding Availability (NOFA) for Community Development Block Grant Coronavirus Aid, Relief, and Economic Security (CDBG-CV2 and CV3) funds. Eligible cities and counties may submit applications for CDBG-CV funds under the upcoming NOFA. It is estimated that the City of Lakeport will be eligible to receive funds based on a formula allocation provided by HCD we anticipate approximately \$120,000 to \$150,000 to be available. The State will receive \$113,263,490 in CDBG-CV2 funds and \$18,031,478 in CDBG-CV3 funds.

Eligible activities paid for with State CDBG funds must meet one of the three National Objectives listed in CDBG Federal Statutes as follows: benefit to low-income households or persons (also called Low/Mod Benefit), slum and blight (addressing physical problems in specific neighborhoods) or meeting urgent community development need (a need resulting from a state or federal declared disaster or posing unforeseen risks to health and safety). In addition, eligible activities must be used directly to prevent, prepare for or respond to COVID-19 and meet CDBG requirements as provided and directed by HCD in the published NOFA and outlined in their plan as follows:

Public services to respond to COVID-19 impacts

Public facility improvements to increase capacity for healthcare facilities and improve public facility safety

Housing facilities for persons experiencing homelessness, including acquisition and rehabilitation

Economic development to support needs of local businesses to retain and bring back jobs impacted by COVID-19

The City of Lakeport anticipates submitting an application under this NOFA, when released. The City does not expect to expend any Program Income dollars in the next program year/contract term.

The City promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

Where You Come In:

In addition to the public hearing on February 2, 2021, the city will be hosting a community webinar meeting on January 21, 2021 at 4 p.m. to receive community input. The purpose of this public hearing/meeting is to give citizens an opportunity to make their comments known regarding what types of eligible activities the City/County should be applying for under the State CDBG program.

Any member of the public may virtually participate in the meeting and be heard on the item described in this notice, or members of the public may submit written comments to the City Clerk prior to the meeting by personal delivery or by mail to: City Clerk's Office, 225 Park Street, Lakeport, CA 95453 or via email to virtualhost@cityoflakeport.com.

If you would join the community meeting, on January 21, 2021 at 4 pm you can access the meeting remotely:

<https://zoom.us/j/91777629308>

Or Telephone: US dial: +1 669 900 9128

Webinar ID: 917 7762 9308

If you would like to speak on this item during the public hearing, you can access the February 2, 20201, City Council meeting remotely:

Please follow the link below to join the webinar:

<https://zoom.us/j/97368201787?pwd=a2NvbnN6MEFjQ2Exc2pTZkpldU1sQT09>

Or Telephone: US dial: +1 669 900 9128

Webinar ID: 973 6820 1787

Passcode: 477973

If you require special accommodations to participate in the public hearing, please contact the Clerk's office at least 48 hours in advance of the meeting by calling 707-263-5615, TTY English: 1-800-735-2929; Spanish 1-800-855-3000. If you are unable to attend the virtual public hearing, you may direct written comments to the City of Lakeport, attention: City Clerk's Office, 225 Park Street, Lakeport, CA 95453. Your comments will be read at the meeting.

For More Information:

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https://www.cityoflakeport.com/agendas_and_minutes/index.php. The State Action Plan Substantial Amendment for the CARES Act funding may be accessed at: <https://www.hcd.ca.gov/policy-research/plans-reports/index.shtml#aap>. State CDBG NOFA's can be accessed at: <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>.

s/Kevin M. Ingram

City Manager

1/2/2021

Lake County Publishing
Lake County Record-Bee

2150 S. Main St., PO Box 849
Lakeport, CA 95453
(707) 263-5636
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2110090

CITY OF LAKEPORT - COMMUNITY DEVELOPMENT DEPT.
HILARY BRITTON, CITY ENGINEER
225 PARK STREET
LAKEPORT, CA 95453

**Affidavit of Publication
STATE OF CALIFORNIA
County of Lake**

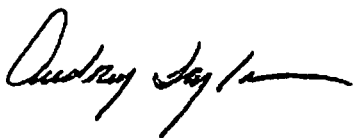
I, Audrey Taylor, being first duly sworn, depose and say: That at and during all the dates and times herein mentioned I was, and now am the legal clerk of the Lake County Record-Bee, a newspaper published for the dissemination of local or telegraphic news and intelligence of a general character, having a bona fide subscription list of paying subscribers, and which is, and has been, established, printed and published at regular intervals, to-wit: Daily (except Sunday and Monday) in the City of Lakeport, County and State aforesaid, for more than one year preceding the date of the publication below mentioned, a newspaper of general circulation, as that term is defined by Section 6,000 et al. of the Government Code of the State of California, and is not and was not during any said times, a newspaper devoted to the interests or denomination, or for any members of such classes, professions, trades, callings, races or denominations.

That at, and during all of said dates and times herein mentioned, affiant had and now has knowledge and charge of all notes and advertisements appearing in said newspaper; that the notice of which the annexed is printed copy, was published each week in the regular and entire issue of one or more number of the said newspaper during the period and times of publication thereof, to-wit:

For 1 issue published therein on the following date, viz: 01/02/2021;

that said notice was published in said newspaper proper and not in a supplement; that said notice, as so published, was set in type not smaller than nonpareil, and was preceded with words printed in black face type not smaller than nonpareil, describing and expressing in general terms the purport and character of said notice, as fully appears from the exact copy of said notice, which is hereto annexed as aforesaid.

Executed this 5th day of January, 2021 at Lakeport, California. I hereby declare under penalty of perjury that I have read the foregoing and that it is true and correct.



Audrey Taylor, Legal Clerk

Legal No. 0006543297

RB20313

CITY OF LAKEPORT

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s/Kevin M. Ingram

City Manager

1/2/2021

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**Affidavit of Publication
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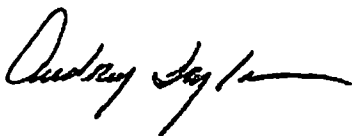
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Executed this 5th day of January, 2021 at Lakeport, California. I hereby declare under penalty of perjury that I have read the foregoing and that it is true and correct.



Audrey Taylor, Legal Clerk

Legal No. **0006543283**

RB20312

**CIUDAD DE LAKEPORT
AVISO DE AUDIENCIA PÚBLICA**

POR LA PRESENTE SE NOTIFICA que el Consejo Municipal de la Ciudad de Lakeport llevará a cabo una Audiencia Pública a las 6 pm, o poco después, el 2 de febrero de 2021, por teleconferencia (consulte las instrucciones a continuación) para plantear siguiente punto:

ASUNTO:
PROGRAMA(S) POTENCIAL(ES) PARA INCLUSIÓN EN LA SOLICITUD DE SUBVENCIÓN ESTATAL DE BLOQUE PARA EL DESARROLLO COMUNITARIO, LEY DE ASISTENCIA Y SEGURIDAD ECONÓMICA POR EL CORONAVIRUS (CDBG-CV) - El Consejo Municipal planteará potenciales programas del CDBG-CV y proporcionará instrucciones para que el personal prepare una solicitud en respuesta a la publicación del Aviso de Disponibilidad de Financiamiento (NOFA) para el CDBG-CV, fondos para las actividades relacionadas a la COVID-19 que benefician a los residentes de ingresos bajos y medios. El 27 de marzo de 2020, el Congreso aprobó la Ley de Asistencia y Seguridad Económica por el Coronavirus (CARES) en respuesta a los impactos de la pandemia de COVID-19. El Departamento Estatal de Vivienda y Desarrollo Comunitario (HCD, por sus siglas en inglés) publicará un Aviso de Disponibilidad de Financiamiento (NOFA, por sus siglas en inglés) para los fondos de Asistencia y Seguridad Económica por el Coronavirus (CDBG-CV2 y CV3, por sus siglas en inglés). Las ciudades y condados elegibles pueden presentar solicitudes para fondos del CDBG-CV en el próximo NOFA. Se estima que la Ciudad de Lakeport será elegible para recibir fondos, según una fórmula de asignación proporcionada por el HCD. El Estado recibirá \$113,263,490 en fondos del CDBG-CV2 y \$18,031,478 en fondos del CDBG-CV3.

Las actividades elegibles, pagadas con fondos estatales del CDBG, deben cumplir con uno de los tres Objetivos Nacionales enumerados en los Estatutos Federales del CDBG de la siguiente manera: beneficio para familias o personas de bajos ingresos (también llamado Beneficio para Bajo/Mod), barrios marginales y deteriorados (abordando problemas físicos en vecindarios específicos) o satisfaciendo una necesidad urgente de desarrollo comunitario (una necesidad que fue resultado de la declaración de desastre estatal o federal o que suponga riesgos imprevistos a la salud y seguridad). Además, las actividades elegibles deben usarse directamente para prevenir, prepararse o responder a la COVID-19 y cumplir con los requisitos del CDBG según lo dispuesto e indicado por el HCD en el NOFA, publicado y descrito en su plan de la siguiente manera:

- Servicios públicos para responder a los impactos de la COVID-19
- Mejoras en las instalaciones públicas para aumentar la capacidad de las instalaciones de atención médica y mejorar la seguridad de las instalaciones públicas
- Instalaciones de vivienda para personas sin

nogar, incluyendo la adquisición y rehabilitación

•Desarrollo económico para apoyar las necesidades de las empresas locales para conservar y recuperar los empleos afectados por COVID-19

La Ciudad de Lakeport prevé enviar una solicitud bajo esta NOFA, cuando sea emitida. La Ciudad no espera gastar dinero de los ingresos del Programa el próximo año del programa/plazo del contrato.

La Ciudad fomenta la vivienda justa y pone todos sus programas a disposición de familias de ingresos bajos y medios, independientemente de su edad, raza, color, religión, sexo, nacionalidad, preferencia sexual, estado civil o discapacidad.

Dónde Asistir:

Además de la audiencia pública el 2 de febrero de 2021, la ciudad organizará un seminario web comunitario el 21 de enero de 2021 a las 4 p.m. para recibir comentarios de la comunidad. El propósito de esta audiencia / reunión pública es brindar a los ciudadanos la oportunidad de dar a conocer sus comentarios con respecto a los tipos de actividades elegibles para las que la Ciudad debería solicitar bajo el programa estatal CDBG.

Cualquier miembro del público puede participar virtualmente en la reunión y ser escuchado sobre el tema descrito en este aviso, o los miembros del público pueden enviar comentarios por escrito al Secretario de la Ciudad antes de la reunión por entrega personal o por correo a: Oficina del Secretario de la Ciudad, 225 Park Street, Lakeport, CA 95453 o por correo electrónico a virtualhost@cityoflakeport.com.

Si desea unirse a la reunión de la comunidad, el 21 de enero de 2021 a las 4 pm puede acceder a la reunión de forma remota:

<https://zoom.us/j/91777629308>

O teléfono: US marcar: +1 669 900 9128

ID de seminario web: 917 7762 9308

Si desea hablar sobre este tema durante la audiencia pública, puede acceder a la reunión del Concejo Municipal del 2 de febrero de 2021 de forma remota:

Siga el enlace a continuación para unirse al seminario web:

<https://zoom.us/j/91368201787?pwd=a2NvVnN6MEFjQ2Exc2pTZkpIdU1sQT09>

O teléfono: US marcar +1 669 900 9128

ID de seminario web: 913 6820 1787

contraseña: 477973

Si necesita adaptaciones especiales para participar en la audiencia pública, comuníquese con la oficina del Secretario al menos 48 horas antes de la reunión llamando al 707-263-5615, TTY en inglés: 1-800-735-2929; en español 1-800-855-3000. Si no puede asistir a la audiencia pública, puede dirigir comentarios por escrito a la Ciudad de Lakeport atención: Oficina del Secretario de la Ciudad, 225 Park Street, Lakeport, CA 95453 or por correo electrónico a virtualhost@cityoflakeport.com. Sus comentarios serán leídos en la reunión.

Para más información:

Si tiene alguna pregunta o desea obtener más información sobre el tema descrito en este aviso, llame al 707-263-5615 ext. 204 o visite nuestro sitio web para acceder a la información en https://www.cityoflakeport.com/agendas_and_minutes/index.php. Se puede acceder a la Enmienda Sustancial del Plan de Acción del Estado para el financiamiento de la Ley CARES en: <https://www.hcd.ca.gov/policy-research/plans-reports/index.shtml#aap>. Se puede acceder a los NOFA estatales del CDBG en: <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>.

s/Jennifer M. Byers

Community Development Director

1/2/2021

CDBG-CV 2/3

Notice of Funding Availability

City of Lakeport
Public Hearing

February, 2 2021



Background

- HUD provided \$18.7 million in CARES Act funding to the State Non-Entitlement CDBG program in response to Coronavirus. (CDBG-CV1) and additional \$77.1 million in funding has been provided under the CDBG CV 2/3.
- Funds are being distributed by the Department of Housing and Community Development (HCD) CDBG Program through a method of distribution allocation
- Each city is scheduled to receive an amount as determined by CDBG: City of Lakeport \$241,394.00
- Applications are due on a rolling timeline – first application due February 12, 2021 through March 12, 2021
- Activities are limited to **(3)** per applicant (City of Lakeport may apply for (2))
- All funds must be **expended in 24 months** from Contract
- All Activities must meet a National Objective (Low-to-Moderate Income; LMI Job Retention, Limited Clientele, Low Mod Area, LMI Housing, and/or Urgent Need)
- Funds may be combined with other City's and County
- City must be in good standing and meet Threshold Requirements to be eligible

CDBG-CV 2/3 – Permitted Activities

Community Development

1. Public Services to respond to COVID-19 impacts:
 - a) Including short-term subsistence payments for households at risk of eviction and/or
 - b) Homelessness and housing costs for those exiting homelessness, homeless shelter operations, and health and education support services
2. Public Facility and Infrastructure improvements with a **documented COVID-19 nexus**
3. Public facility acquisition
 - a) Including healthcare facilities, emergency shelters, and housing for persons experiencing homelessness in response to COVID-19 impacts
4. Housing Assistance
 - a) Acquisition and/or rehabilitation of Low-Mod Income Housing in response to COVID-19 impacts on vulnerable populations or individuals including households experiencing homelessness

CDBG-CV 2/3 – Permitted Activities

Economic Development

1. Business assistance to help businesses retain employees, or in the case of businesses re-starting after mandated COVID-19 related shut-downs, adding employees
2. Microenterprise assistance (including Micro-financial assistance and Technical assistance) for businesses impacted by COVID-19 with five or fewer employees, including the business owner

Public Hearing Process

- Citizen Participation is a key component of the CDBG Program.
- Here today to allow an opportunity to pose questions and provide input on the program and receive answers
- We will now open the hearing and begin the Public Hearing Process. The process will include tracking your comments and answers provided to document the outreach. Please provide your name and then your comment or question.



Resources

- CDBG-CV2 Notice of Funding Availability

https://www.hcd.ca.gov/grants-funding/active-funding/cdbg/docs/cdbg_cv2_3_nofa_final_do_approved_12_15.pdfCDBG -

Public Hearing Review

- Close Public Hearing
- Review the discussion and ideas identified during the hearing
- Review next steps
- Adjourn

Thank you for your participation!





MINUTES

REGULAR MEETING OF THE LAKEPORT CITY COUNCIL (ALSO MEETS AS THE CITY OF LAKEPORT MUNICIPAL SEWER DISTRICT, THE LAKEPORT INDUSTRIAL DEVELOPMENT AUTHORITY, THE MUNICIPAL FINANCING AGENCY OF LAKEPORT and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)

Tuesday, February 2, 2021

- I. CALL TO ORDER & ROLL CALL:**
- Mayor Parlet called the meeting to order at 6:03 p.m., with Council Members Froio, Green, Mattina, and Mayor Parlet present. Council Member Turner was absent at the time of roll call.
- II. PLEDGE OF ALLEGIANCE:**
- The Pledge of Allegiance was observed by video
- III. ACCEPTANCE OF AGENDA/ URGENCY ITEMS:**
- A motion was made by Council Member Green, seconded by Council Member Mattina and passed 4-0-0-1 by the following roll call vote: Froio – aye; Green – aye; Mattina – aye; Turner – absent; Parlet – aye to accept agenda as posted.
- The following Consent Agenda items are expected to be routine and noncontroversial. They will be acted upon by the Council at one time without any discussion. Any Council Member may request that any item be removed from the Consent Agenda for discussion under the regular Agenda. Removed items will be considered following the Consent Calendar portion of this agenda.*
- IV. CONSENT AGENDA:**
- A. Ordinances: Waive reading except by title, of any ordinances under consideration at this meeting for either introduction or passage per *Government Code* Section 36934.
- B. Minutes: Approve minutes of the City Council regular meeting of January 19, 2021.
- C. Warrants: Approve the warrant register of January 20, 2021.
- D. Measure Z Advisory Committee (MZAC): Receive and file the draft minutes of the January 20, 2021 Measure Z Advisory Committee (MZAC).
- Vote on Consent Agenda: A motion was made by Council Member Froio, seconded by Council Member Mattina and passed 4-0-0-1 by the following roll call vote: Froio – aye; Green – aye; Mattina – aye; Turner – absent; Parlet – aye to approve the Consent Agenda, items A-D.
- V. PUBLIC PRESENTATIONS/REQUESTS:**
- A. Public Input: There was no public input.
- B. Presentation: A presentation was provided by Blue Ribbon Committee Team Members Sophie Carillo-Mandell and Sam Magill. The Blue Ribbon Committee has been given the charge of making recommendations for rehabilitating Clear Lake, which is critical to Lake County's economy, ecosystem, and heritage.
- Council Member Turner joined the meeting at 6:24 p.m.
- VI. PUBLIC HEARING:**
- A. Community Development Block Grant Coronavirus Aid, Relief, and Economic Security Act (CDBG-CV): The staff report was presented by Community Development Director Byers.
- Mayor Parlet opened the public hearing at 7:17 p.m. With no input from the public, Mayor Parlet closed the public hearing at 7:18 p.m.
- A motion was made by Council Member Turner, seconded by Council Member Mattina, and passed 5-0-0-0 by the following roll call vote: Froio – aye; Green – aye; Mattina – aye; Turner – aye; Parlet – aye to approve up to two new funding allocations and direct staff to proceed with the preparation of a CDBG-CV 2 and 3 application for the recommended purposes, with \$50,000.00 for an HVAC system at

the Silveira Community Center and the remaining funds be dedicated for economic development activities.

VI. COUNCIL BUSINESS:

VII. CITY COUNCIL COMMUNICATIONS:

A. Miscellaneous Reports, if any:

Wilda Shock had no report. She spoke in favor using the CDBG-CV funds for economic development activities.

Council Member Froio asked whether the proposed HVAC system at the Silveira Community Center would be electric and tied into the solar panels.

Council Member Mattina stated that she saw many good comments on the park plans by excited constituents.

Mayor Parlet also commented on the park.

Council Member Turner thanked city staff for the public communication regarding the press release on the trees.

Council Member Green spoke about his affinity for sycamore trees and suggested some signage at the park location regarding the tree removal.

Administrative Services Director Buendia gave no report.

City Attorney Ruderman gave no report.

City Manager Ingram commented that the sycamore trees in front of the lakefront park location are being removed. The trees will be replaced in the park project. The trees were a hazard and at the end of their lives.

Community Development Director Byers gave no report.

Utilities Superintendent Paul Harris provided no report.

Finance Director Walker gave no report.

Police Chief Rasmussen thanked the Lake County Tribal Consortium for donation of several AED devices in police cars.

Public Works Director Grider was absent.

Mayor Parlet adjourned the meeting at 7:42 p.m.

VIII. ADJOURNMENT:

Kenneth Parlet, II, Mayor

Attest:

Kelly Buendia, City Clerk

RESOLUTION NO. 2805 (2021)

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS
THERE TO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM- CORONAVIRUS RESPONSE ROUND 2 and 3
(CDBG-CV2 and CV3) NOFA DATED DECEMBER 18, 2020**

BE IT RESOLVED by the *City Council* of the *City of Lakeport* as follows:

SECTION 1:

The *City Council* has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$146,394 for the following CDBG-CV2 and CV3 activities pursuant to the December 2020 CDBG-CV2/3 Notice of Funding Availability (NOFA):

List activities and amounts

Examples: *(Note: Activity totals should include Activity Delivery Fees and General Administration costs associated with the activity as a not to exceed amount.)*

Public Service- Food Bank	\$ <u> </u>
Economic Development- Microenterprise	\$ <u>146,394</u>

SECTION 2:

The *City* hereby approves the use of Program Income in an amount not to exceed \$0 for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3:

The *City* acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The *City* hereby authorizes and directs the *City Manager*, to execute and deliver all applications and act on the *City's* behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the *City Manager*, or designee, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

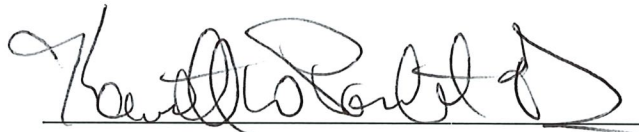
SECTION 6:

If an application is approved, the *City Manager*, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the *City Council* of the *City of Lakeport* held on *May 4, 2021* by the following vote:

[Instruction: Fill in all four (4) vote-count fields below. If none, indicate "0" for that field.]


AYES: 5
NOES: 0
ABSENT: 0
ABSTAIN: 0



Kenneth Parlet, II, Mayor
Lakeport City Council

STATE OF CALIFORNIA
City of Lakeport

I, Kelly Buendia, *City Clerk of the City of Lakeport*, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said *City Council* on this 4th day of May, 2021.


Kelly Buendia, *City Clerk of the City of Lakeport*, State of California

By: Kelly Buendia
Kelly Buendia, *City Clerk*

(Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.)

State of California
Financial Information System for California (FI\$Cal)
GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215
Sacramento, CA 95815
www.fiscal.ca.gov
1-855-347-2250

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

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

Principal
Government
Agency Name*

City of Lakeport

Remit-To
Address (Street
or PO Box)*

225 Park St

City*

Lakeport CA

State *

95453

Zip Code*+4

Government Type:



City



County



Special District



Federal



Other (Specify)

Federal
Employer
Identification
Number
(FEIN)*

94-6001434

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

Dept/Division/Unit
Name

Complete
Address

Dept/Division/Unit
Name

Complete
Address

Dept/Division/Unit
Name

Complete
Address

Dept/Division/Unit
Name

Complete
Address

Contact Person*

Kevin Ingram

Title

City Manager

Phone number*

707-263-5615

E-mail address

nwalker@cityoflakeport.com

Signature*



Date

3/11/21



**U.S. Department of Housing and Urban
Development**

451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

**Environmental Review for Activity/Project that is Categorically
Excluded Subject to Section 58.5
Pursuant to 24 CFR 58.35(a)**

Project Information

Project Name:	City of Lakeport Community Center HVAC/Electrical Replacement Project
Responsible Entity:	City of Lakeport
Grant Recipient (if different than Responsible Entity):	N/A
State/Local Identifier:	California
Preparer:	Lorie Ann Adams
Certifying Officer Name and Title:	Kevin Ingram, City Manager
Grant Recipient (if different than Responsible Entity):	N/A
Consultant (if applicable):	Adams Ashby Group, Inc. 770 L Street, Suite 950 Sacramento, CA 95814
Direct Comments to:	Lorie Ann Adams Adams Ashby Group, Inc. 770 L Street, Suite 950 Sacramento, CA 95814
Project Location:	500 N. Main Street, Lakeport, CA

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

The City of Lakeport Silveira Community Center has contracted with North Coast Opportunities (NCO) for the preparation of meals to service city residents and homeless in need of food services in the City of Lakeport. The facility additionally was utilized as a COVID testing center until HVAC units failed and became nonoperational. The City proposes utilizing CDBG-CV 2 and 3 funds to replace the HVAC, upgrade the electrical system to current California Building Code standards to support the replacement and any appurtenant equipment and associated fixtures.

Level of Environmental Review Determination:

Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5: (1) Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20 percent (e.g., replacement of water or sewer lines, reconstruction of curbs and sidewalks, repaving of streets).

Funding Information

Grant Number	HUD Program	Funding Amount
2020 CDBG-CV1	2020 CDBG-CV1	Not to exceed \$70,000
2020 CDBG CV2/3	2020 CDBG CV2/3	Not to exceed \$60,000

Estimated Total HUD Funded Amount: not to exceed \$130,000

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: not to exceed \$130,000

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	There is Civil airport within 2500 feet of residential areas in the county and there is no military airports within 15,000 feet of the project influence. No mitigations are necessary for this project.
Coastal Barrier Resources	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	This project is located in a state that does not contain CBRS units. Therefore, this project is in

Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]		compliance with the Coastal Barrier Resources Act.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	The project is located in Zone X – Map 06033CD491D Effective 9/30/2005. No mitigation is necessary for this project.
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	The project includes all interior construction and does not include new construction or conversion of land use facilitating the development of public, commercial, or industrial facilities OR five or more dwelling units. Additionally, Lake County is designated by the US EPA as an Attainment for all criteria air pollutants. See attached.
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	The project area is located in the Coast Range mountains of Northern California, approximately 40 miles from the Pacific Ocean. It is not in a Coastal Zone and is not located within a local coastal plan or within the jurisdiction of the San Francisco Bay Conservation and Development Commission. See location map attached.
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	A site inspection and search using EPA Enviro Facts website found two small quality users in the vicinity of the project with no impact. The project is non-residential and no mitigations were identified.
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	This project will have no effect on listed species due to the nature of the activities involved in the project. The projects will be completing interior renovations to existing buildings; therefore, this project is in compliance with the Endangered Species Act. No mitigations were identified.
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	A visual inspection and EnviroMapper was completed on the site and found no hazardous facilities that handles chemicals in bulk nor does the project include any activities that will increase the residential density of the area. Above ground storage facilities were not identified. No adverse impacts were identified and no mitigations are required.

Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	This project does not include any activities that could potentially convert agricultural land to non-agricultural use. This project is in compliance with the Farmland Protection Policy Act.
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The project is located in Zone X – Map 06033CD491D Effective 9/30/2005 and is not subject to any mitigations. No mitigations were identified.
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	Based on the project description the project has No Potential to Cause Effects. The project is in compliance with Section 106.
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The project is minor interior rehabilitation of existing property. The project will include standardized noise attenuation measures. Therefore, this project is in compliance with HUD's Noise regulations.
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	Based on the project description, the project consists of activities that are unlikely to have an adverse impact on groundwater resources. This project is not located within a Sole Source Aquifers compliance with Sole Source Aquifer requirements.
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	Based on the project description, existing unit rehab limited to interior modifications, the project includes no activities that would require further evaluation under this section. Therefore, this project is in compliance with Executive Order 11990.
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The area is not located near a Wild and Scenic River, see attached Map. Based on the limited project scope of interior modifications, the projects have no potential to affect to any river regardless of their location. Therefore, this project is in compliance with the Wild and Scenic Rivers Act.
ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	To avoid Environmental Justice issues, project with adverse impacts will not be approved. This will ensure the project is in compliance with Executive Order 12898

Field Inspection (Date and completed by): Kevin Ingram and Nicholas Walker, 9/2/2020

Summary of Findings and Conclusions: No adverse effects or mitigations required. Project Converts to Exempt.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
None	None

Determination:

- ☒ This categorically excluded activity/project converts to Exempt, per 58.34(a)(12) because there are no circumstances which require compliance with any of the federal laws and authorities cited at §58.5. **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR
- ☐ This categorically excluded activity/project cannot convert to Exempt because there are circumstances which require compliance with one or more federal laws and authorities cited at §58.5. Complete consultation/mitigation protocol requirements, **publish NOI/RROF and obtain “Authority to Use Grant Funds”** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR
- ☐ This project is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature:  Date: 9/14/21

Name/Title/Organization: Lorie Ann Adams, Principal, Adams Ashby Group, Inc

Responsible Entity Agency Official Signature:

_____ Date: _____

Name/Title: Kevin Ingram, City Manager, City of Lakeport

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



**U.S. Department of Housing and Urban
Development**

451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

Project Information

Project Name: CDBG General Administrative Activities

Responsible Entity: City of Lakeport

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: Lakeport, California

Preparer: Lorie Ann Adams, Adams Ashby Group, Inc.

Certifying Officer Name and Title: Kevin Ingram, City Manager

Consultant (if applicable): Adams Ashby Group, Inc.
770 L Street, Suite 950
Sacramento, CA 95814

Project Location: 255 Park Street, Lakeport, CA

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

The City of Lakeport will conduct administrative duties to implement the CDBG Program funding provided by the Department of Housing and Community Development allocation provided under the 2020 CDBG-CV1, 2 & 3 contract terms.

Level of Environmental Review Determination:

- ☒ Activity/Project is Exempt per 24 CFR 58.34(a) (3) Administrative and management activities;
- ☐ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):

Funding Information

Grant Number	HUD Program	Funding Amount
CDBG-CV1, 2 & 3 2020	State CDBG Program	Not to exceed \$15,000

Project Name
General Administration

Project Locality and State
City of Lakeport, CA

Estimated Total HUD Funded Amount: Not to exceed \$15,000

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): NONE

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$15,000

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits or approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	Exempt activity– the program does not involve sales or acquisition of developed property.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	Exempt activity– program implementation and is not a project located in a CBRA Unit.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	Exempt activity – program implementation and does not involve mortgage insurance, refinance, acquisition, repairs, rehabilitation or construction of structures, mobile homes or insurable property.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible

Project Name
General Administration

Project Locality and State
City of Lakeport, CA

HEROS Number

for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
None	None

Preparer Signature:  Date: 4/26/2021

Name/Title/Organization: Lorie Ann Adams, Principal, Adams Ashby Group, Inc.

Responsible Entity Agency Official Signature:  Date: 4/27/21

Name/Title: Kevin Ingram, City Manger

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

[illegible]

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 spedific 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 collored columns have no significance. They are colored only to make it easier to track across funding source.

SAMPLE

City of Town			Food Bank					Helping Hands Mission						
Duplication of Benefits Tracking		Sources												Budget Gap/
Uses (line item budget)	Total Activity Costs	CARES Act	Donations	Mission Fndn.	DHSS	FEMA	General Fund	[Source 7]	[Source 8]	[Source 9]	CDBG-CV1	CDBG PI	Duplication of Benefits	
Food and Delivery Costs														
Canned Food	\$ 25,000.00	\$ -	\$ 1,500.00	\$ 5,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	
Perishible Food	\$ 50,000.00	\$ -	\$ 2,500.00	\$ 5,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -	
Boxes/Bags	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Delivery Fuel	\$ 7,500.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ 1,000.00	
Vehicle Costs	\$ 9,000.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ (500.00)	
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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

City of Lakeport

Duplication of Benefits Policy

A Duplication of Benefits (DOB) occurs when a program beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular funding need. The amount of the duplication is the amount of assistance provided in excess of the need. It is the City's responsibility to ensure that each CDBG-CV2/3 Activity provides assistance only to the extent that the project's funding needs have not been met by another source. See the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. § 5155; HUD Memorandum dated 9 April 2020, subject: 'CARES Act Flexibilities for CDBG funds used to support coronavirus response and plan amendment waiver').

Section 312 of the Stafford Act prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss to which the entity has already received financial assistance from another source (42 USC § 5155(a)). The Federal Register Notice, published November 16, 2011 (Docket No. FR-5582-N), requires adequate policies and procedures in place to prevent a DOB and the recapture of funds, if necessary.

Applicants will be required to complete DOB documentation at application and will be required to continue to report on DOBs throughout the expenditure period for the CDBG-CV 2/3 funds.

The City of Lakeport, in compliance with the State and Federal regulations, will certify that the funds distributed to the Silveira Community Center Heating, Ventilation and Air Conditioning Replacement Project will be only what is necessary to complete the project. The City will certify that there are no other funding sources for the Silveira Community Center HVAC Improvements. The City will ensure that the Policies and Procedures will reflect an adherence to the standards that protect against Duplication of Benefits and the recapturing of funds when necessary. Additionally, the City will require program service providers to provide the required DOB certifications during the term of their agreements.

This assessment process is as follows:

1. Upon receipt of the completed proposal packet The City of Lakeport reviews the Duplication of Benefits Affidavit to determine if the project has reported receiving any potentially duplicative assistance.
2. If so, The City of Lakeport may request additional information from the project manager, including:
 - a. Dates funds were received
 - b. Specific uses of funds received, including receipts and dates as appropriate.
3. Based on a review of this information, The City of Lakeport may:
 - a. Determine that there is no duplication and proceed with consideration of the project for the full amount requested.

- b. Determine that there is a partial duplication and proceed with consideration of the project for an amount that reduces the request by the DOB amount
 - i. $\text{Amount Requested} - \text{Amount of DOB} = \text{Eligible Amount}$
 - c. Determine that there is a complete duplication and deny the project
- 4. In the event that the application is approved in part, the City of Lakeport will also include in the funding documents specific information around what the funds may be spent on so as to avoid duplication of benefits.
- 5. The City of Lakeport will require documentation as to how funds are actually expended and will review this documentation to ensure no duplication has taken place.

All documents, including the Affidavit and Subrogation Agreement, shall be retained in compliance with HUD's record retention requirements.

Profile: nwalker@cityoflakeport.com

Applicant Information

Tell us about you.

Linked Applicant

nwalker@cityoflakeport.com

First name

Nicholas

Last name

Walker

Email

nwalker@cityoflakeport.com

Title

Finance Director

Company

City of Lakeport

Company Website

<https://www.cityoflakeport.com/>

City

Lakeport, CA 95453

State

California

Organization Information

Tell us about your organization.

Organization Name

City of Lakeport

Employer Identification Number (EIN)

946001434

DUNS

086131034

Authorized Representative

Kevin Ingram

Business/Finance Representative

Nicholas Walker

Organization Address

Address

225 Park St

Address 2

City

Lakeport

State

California

County

Lake County

Congressional District/Region

3

Zip

95453

Phone

707-263-5615

Phone Extension

Fax

707-263-8584

Authorized Representative (if different from above)

Name

Title

Email

Phone

Business/Finance Contact (if required)

Name

Title

Email

Phone

Program Year

Are you applying on behalf of an additional Jurisdiction?

2 Email

2 Title

2 Company

2 Company Website

2 City

2 State

2 Organization Information

2 Organization Name

2 Tell us about your organization.

2 Employer Identification Number (EIN)

2 DUNS

2 Authorized Representative

2 Business/Finance Representative

2 Organization Address

2 Address

2 Address 2

2 City

2 State

2 County

2 Congressional District/Region

2 Zip

2 Phone

2 Phone Extension

2 Fax

2 Authorized Representative (if different from above)

2 Name

2 Title

2 Email

2 Phone

2 Business/Finance Contact (if required)

2 Name

2 Title

2 Email

2 Phone

Budget: [24267032](#)

Application

City of Lakeport Community Center HVAC and Electrical Replacement

Please use the following link to view the application budget. This link will open in a new window.

<https://portal.ecivis.com/#/peerBudget/11943772-D588-45E2-A622-E2C534349194>

Budget Status

Not Approved

Budget Report

Passthrough Agency: California Department of Housing and Community Development
Program: CDBG-CV2 and 3 Allocation
Stage: Pre-Award

Report Date: 11/19/2021
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	HVAC Equipment	0	\$0.00	\$0.00	\$49,155.00	\$0.00		\$0.00	Direct Cost
	Activity	Electrical Rehabilitation	0	\$0.00	\$0.00	\$160,858.00	\$0.00		\$0.00	Direct Cost
Activity Total			0	\$0.00	\$0.00	\$210,013.00	\$0.00		\$0.00	
General Administration										
	General Admin	Administrative Subcontractor	0	\$0.00	\$0.00	\$31,381.00	\$0.00		\$0.00	Direct Cost
General Administration Total			0	\$0.00	\$0.00	\$31,381.00	\$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										
Grant Total			0	\$0.00	\$0.00	\$241,394.00	\$0.00		\$0.00	

Budget Report, Created by Nicholas Walker, nwalker@cityoflakeport.com, 11/19/2021
Source: eCivis™ Portal
<http://www.ecivis.com/>