

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

18-DRWD-23002

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME

Workforce Alliance of the North Bay

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

6/30/2026

3. The maximum amount of this Agreement is:

\$4,706,721.00

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

Exhibits		Title	Pages
	Exhibit A	Authority, Purpose, and Scope of Work	7
	Exhibit B	Budget and Payment Provisions	6
	Exhibit C*	State of California General Terms and Conditions	GTC 4/17
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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.)

Workforce Alliance of the North Bay

CONTRACTOR BUSINESS ADDRESS

PO Box 247

CITY

Napa

STATE

CA

ZIP

94559

PRINTED NAME OF PERSON SIGNING

Bruce Wilson

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

11/14/2024

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

18-DRWD-23002

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Crystal Alvarez

TITLE

Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

11/20/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority & Purpose

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

2. Scope of Agreement

A. Grant Funds

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

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

B. Implementation of Agreement

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

EXHIBIT A

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

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

3. Subrecipient Scope of Work

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

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

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

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

EXHIBIT A

programs, as defined in the DR-Workforce Policies and Procedures Manual shall meet the following CDBG-DR National Objectives:

- 1) Benefit to Low/Moderate Income Persons
 - C. Subrecipient shall meet all project milestones, project-specific special conditions, budgetary and otherwise, and other requirements, as set forth in this Standard Agreement.
 - D. Subrecipient shall comply with all Project closeout procedures, timely and accurately, including responding to the Department's requests for additional information in support of Project closeout.
 - E. Subrecipient shall submit requests for reimbursement (Financial Reports) to the Department no less frequently than quarterly and no more frequently than monthly with end-of-quarter reimbursement requests being due to the Department by the 10th calendar day of the month following the end of the preceding quarter. The Department may require monthly requests for reimbursement. For purposes of this provision, the first full month following the effective date of this Agreement shall constitute the first month of the first quarter. Subrecipient shall submit Financial Reports consistent with the other provisions outlined in this Agreement.
 - F. Subrecipient shall collect data and submit reports to the Department in accordance with the reporting requirements detailed in Section 24 of Exhibit D herein.
 - G. The Subrecipient shall monitor all Approved Activities in accordance with the requirements of the Subrecipient Monitoring Responsibilities outlined in the DR-Workforce Development Policies and Procedures Manual.
4. Effective Date and Commencement of Work
- A. This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213 Form (the "Effective Date").

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

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

EXHIBIT A

an Application is approved that includes both acquisition and construction, the deed restriction must be recorded at close of acquisition.

5. Term of Agreement and Performance Milestones

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

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

All grant funds, including Activity Delivery, must be expended by the Agreement Expiration Date as set forth in Section 2 of the STD 213.

- B. Performance Milestones: Subrecipient shall adhere to the performance milestones below. Time is of the essence with respect to all such milestones.
- 1) For non-Public Service eligible activities only (i.e., acquisition, rehabilitation, improvements to public facilities), Subrecipient must commence the Environmental Record Review ("ERR") process within one (1) month from the Effective Date of this Agreement with the Department.
 - 2) For non-Public Service eligible activities only (i.e., acquisition, rehabilitation, improvements to public facilities), Subrecipient must successfully complete acquisition or lease within two (2) months from ERR clearance.
 - 3) For non-Public Service eligible activities only (i.e., acquisition, rehabilitation, improvements to public facilities), Subrecipient must begin to incur construction costs (soft cost are eligible), within two (2) months from ERR clearance or, if applicable, two (2) months from acquisition/lease completion.
 - 4) Subrecipient must commence approved training classes and supportive services no later than three (3) months from ERR clearance or construction/acquisition/lease is complete.

EXHIBIT A

- 5) Subrecipient must meet the project-specific milestones outlined in the Subrecipient's schedule set forth in Exhibit F. In the event that any Performance Milestones contained in Subrecipient's schedule in Exhibit F conflicts with any Performance Milestones contained in this Exhibit A, then the milestones in Exhibit A shall prevail.
- 6) Subrecipient must expend fifty percent (50%) of the funds authorized in this Agreement at least six (6) months prior to the Expenditure Deadline. Proof of meeting this milestone must be provided in the Financial Report submitted no later than five (5) months from the Expenditure Deadline. For example, if an Expenditure Deadline is December 31st, then the fifty percent (50%) expenditure requirement must be reached six (6) months before that, which is end of June earlier that year and a Financial Report showing proof is due in the next month's July Financial Report.
- 7) Subrecipients with only a Public Service eligible activity (this does not apply to Subrecipients that have as part of their scope of work a non-Public Services eligible activity) must serve fifty percent (50%) of its Beneficiaries identified in Exhibit F no later than six (6) months prior to the Expenditure Deadline. Proof of meeting this milestone must be provided in the Monthly Activity Report submitted no later than five (5) months from the Expenditure Deadline. For example, if an Expenditure Deadline is December 31st, then the fifty percent (50%) beneficiary requirement must be reached 6 months before that date, which is end of June earlier that year, and a Monthly Activity Report showing proof is due in next month's July Monthly Activity Report.
- 8) Subrecipient must serve one hundred percent (100%) of its Beneficiaries identified in Exhibit F prior to the Expenditure Deadline. The Department may allow up to a ten percent (10%) variance, if, in the sole discretion of the Department, it determines that the Subrecipient has demonstrated, for reasons beyond Subrecipient's reasonable control, they were not able to timely meet this requirement.
- 9) Expenditure of all DR-Workforce Activity Funds (excluding eligible Activity Delivery costs for close-out) by the Expenditure Deadline. If Subrecipient fails to fully expend DR-Workforce activity funds by the Expenditure Deadline, the Department reserves the right to disencumber the Subrecipient's Award amount in this Agreement by the amount then unspent.
- 10) For non-Public Service activities, recordation of the 5-Year no change of use restriction must be recorded by the date set forth in Exhibit F project schedule.

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

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

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

6. DR Workforce Development Program Contract Management

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

EXHIBIT A

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

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

EXHIBIT B

BUDGET AND PAYMENT PROVISIONS

1. **Budget**

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

2. **Cost Classification**

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

3. **Other Funding Sources**

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

4. **Availability of Funds**

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

5. **Expenditure of Funds**

A. **Activity Costs**

No Activity costs may be incurred, or funds reimbursed, until and unless

EXHIBIT B

Subrecipient provides documented compliance with the National Environmental Protection Act (NEPA) requirements established in 24 CFR 50, 24 CFR 58, and 42 USC 4321, et seq. and California Environmental Quality Act (CEQA); California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000 – 15387 as referenced in Exhibit D, section 14.

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

B. Priority of Funds

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

C. Withholding Funds

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

D. Disencumbering of Surplus Funds

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

E. Indirect Costs

The Department will consider reimbursement of indirect cost expenditures from Subrecipients that have an approved Indirect Cost Rate Proposal from the Department, HUD, or other cognizant federal agency. If Subrecipient does not have an approved Indirect Cost Rate Proposal, Subrecipient may utilize the de minimis rate of ten percent (10%) of modified total direct costs (MTDC) which may be used indefinitely or until the Subrecipient chooses to negotiate for a new rate based on an indirect cost proposal. prior to submission of Financial Reports for reimbursement of indirect cost expenditures. Procedures for establishing an indirect cost rate can be found at 2 CFR 200.414. All indirect costs that may be reimbursed with grant funds should be shown separately on Exhibit F, Budget Worksheet.

EXHIBIT B

F. Compliance with the OMB Uniform Guidance Audit Requirements

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

G. Grant Administration

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

6. Method of Payment

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

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

A. Reimbursements for Costs Incurred

- 1) The Subrecipient may use grant funds for reimbursement by the Department for Eligible Activity Cost as defined herein and used for Approved Activities. Eligible Activity Costs include costs associated with program implementation, delivery, and completion.
- 2) Activity Delivery Costs expenditures shall be paid only after such costs are expended for approved Work satisfactorily completed, provided the Department determines that the Program Performance Milestones in this Agreement are on track.
- 3) To receive reimbursement for Approved Activities, the Subrecipient must

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timely submit all required Department forms and necessary supporting documentation via Grants Network. Financial Reports must include the level of documentation specified by the Department in the Department's Grant Administration Manual located on the Department's website, in order to be reviewed and processed.

B. Final Financial Reports

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

7. Recapture of Funds

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

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

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

8. Program Budget Revisions and Amendments

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

EXHIBIT B

a Budget Revision. Budget Revisions shall include but not be limited to:

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

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

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

9. Approved Activity Closeout Procedures

- A. Once the Approved Activity is completed, the Subrecipient must submit the following to the Department within ninety (90) days after the Expenditure Deadline.
- 1) Per Section 6.B of this Exhibit, the Final Activity Report (Project Completion Report) shall be submitted no later than forty-five (45) days following the Expenditure Deadline. The Final Activity Report must include all required reporting data for the Activity including but not limited to eligible activities, costs, beneficiaries, and National Objective;
 - 2) If applicable, a copy of the produced plan;
 - 3) If applicable, Final Labor Standards Report as described in Exhibit D(18)(A) herein;
 - 4) Signed Closeout Memo asserting all conditions have been met;
 - 5) Evidence, satisfactory to the Department, of compliance with any other Special Conditions of this Agreement; and

EXHIBIT B

- 6) A resolution from the governing body of the Subrecipient acknowledging the accomplishments of the Approved Activity and confirming that the Approved Activity is complete and that all Financial Reports have been submitted.

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

10. Document Retention Policy

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

EXHIBIT D

CDBG-DR WORKFORCE DEVELOPMENT PROGRAM TERMS AND CONDITIONS

1. Definitions

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

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

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

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

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

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

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

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

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

EXHIBIT D

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

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

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

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

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

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

2. National Objectives

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

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

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

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

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

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beneficiary served by Subrecipient's DR-Workforce funded program to determine and verify whether the person's household is classified as low- to moderate-income person. HUD releases the requirements for low- to moderate- income categories on an annual basis on the HUD Exchange website at:

(<https://www.hudexchange.info/resource/5334/cdbg-income-limits/>).

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

3. Duplication of Benefits

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

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

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

4. Remedies and Termination for Noncompliance

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

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

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

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

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

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

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

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

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

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

5. Appeals Process for Noncompliance: If Subrecipient disagrees with a finding and/or corrective action and/or sanction of noncompliance and/or any accompanying remedy and/or termination that are associated with such issue, the Subrecipient may appeal the disputed issue to the Department no later than thirty (30) calendar days from the date of the Department's issuance of the disputed decision. All appeals must be carried out in accordance with the Department's Monitoring Plan, Exhibit 16, "Appeal Process". The Monitoring Plan is posted on HCD's website here: [Disaster Grant Administration & Reporting | California Department of Housing and Community Development](#)

6. Severability

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

7. Waivers

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

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

8. Uniform Administrative Requirements

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

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

9. Compliance with State and Federal Laws and Regulations

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

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

10. Authority to Impose Additional Special Conditions

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

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

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

11. Equal Opportunity Requirements and Responsibilities

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

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

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based on race, color, and/or national origin under any program or activity receiving federal financial assistance.

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

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

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

12. Relocation, Displacement, and Acquisition

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

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

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

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

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

Section 3 Clause

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

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

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

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

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

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

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

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

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

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

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

14. Environmental Compliance

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

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

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

15. Procurement

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

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

16. Procurement of Recovered Materials

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

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

17. Construction Standards

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

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

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

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

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

Sustainability Requirements

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

National Floodplain Elevation Standards

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

Wildland-Urban Interface Building Codes (WUI Codes)

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

18. Federal Labor Standards Provisions

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

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

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

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

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

19. State Prevailing Wages

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

20. Agreements with Contractors

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

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

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

- C. Contractors shall:

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

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

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

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

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

21. Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

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

23. Prohibition Against Payments of Bonus or Commission

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

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

24. Reporting Requirements

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

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

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

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

25. Fiscal Controls

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

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

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

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

26. Monitoring Requirements

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

27. Audit/Retention and Inspection of Records

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

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

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

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

28. Signs

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

29. Insurance and Bonding

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

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

30. Indemnification

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

31. Anti-Lobbying Certification

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

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

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

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

32. Conflict of Interest

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Subrecipient, or its designees or agents, no member of the governing body of the locality in which the Program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to DR-Workforce activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, including members and delegates to the Congress of the United States, may obtain a financial interest or benefit from a DR-Workforce assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a DR-Workforce assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Subrecipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

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

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

34. Energy Policy and Conservation Act

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

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

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30) day cancellation clause and the following provisions:
 - 1). It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 - 2). This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
 - 3). The parties mutually agree that if the Congress does not appropriate sufficient funds for the Program, this contract shall be amended to reflect any reduction in funds.
 - 4). The Department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.
- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
- C. Gov. Code § 8546.4(e) provides that State agencies receiving Federal funds shall be primarily responsible for arranging for Federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain Federally required financial and compliance audits.

36. Fraud, Waste, and Abuse

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

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

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

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

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

37. Whistleblower Protections

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

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

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

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

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

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a) By Telephone

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

b) By Mail or Facsimile

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

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

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

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

c) Online

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

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

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

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38. Authority to Post Remediated Versions of Agreement

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

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

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SPECIAL TERMS AND CONDITIONS

1. Due Diligence Review

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

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

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

2. Risk Assessment

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

3. Special Conditions

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

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

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

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workforce development programs. The Subrecipient is responsible for resolving areas of improvement that the Department provides to the Subrecipient.

- 2) The forms and written policies must be submitted to the Department for its review no later than thirty (30) days before the DR-Workforce funded training classes and supportive services are scheduled to begin and pursuant to Exhibit A Section 5.B.
 - 3) Subrecipient must submit a response and resolution to all Department-recommended improvements within forty-five (45) days of the Department providing recommendations to Subrecipient. At Subrecipient's discretion, it may continue with classes during resolution of improvements; however, after the 45-day period has passed and the Department has determined, in its sole discretion, that Subrecipient has failed to adequately address the Department's recommendations, the Department may request that classes pause until the recommendations are implemented to the satisfaction of the Department. If the Department makes the request, and the Subrecipient chooses to continue classes, HCD may not reimburse costs for classes delivered after the request to pause has been made.
- B. Subrecipient will provide the Department with a copy of the workforce training program written policies and procedures related to the Lake Wildfire Resilience Workforce Program (Lake Workforce Program).
- 1) The Department will review the Subrecipient's workforce training program policies and procedures related to trainee recruitment and participation but also to provide feedback to the program operator as to whether program operator is creating barriers to participation through cumbersome administrative requirements from the target audience of the workforce development programs. The Subrecipient is responsible for resolving areas of improvement that the Department provides to the Subrecipient.
 - 2) The written policies must be submitted to the Department for its review no later than thirty (30) days before the DR-Workforce funded training classes and supportive services are scheduled to begin and pursuant to Exhibit A Section 5.B.
 - 3) Subrecipient must submit a response and resolution to all Department-recommended improvements within forty-five (45) days of the Department providing recommendations to Subrecipient. At Subrecipient's discretion, it may continue with classes during resolution of improvements; however, after the 45-day period has passed and the Department has determined, in its sole discretion, that Subrecipient has failed to adequately address the Department's recommendations, the Department may request that classes

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pause until the recommendations are implemented to the satisfaction of the Department. If the Department makes the request, and the Subrecipient chooses to continue classes, HCD may not reimburse costs for classes delivered after the request to pause has been made.

- C. Subrecipient will provide the Department with a copy of the Subrecipient's written policies and procedures related to:
- 1) Subrecipient will develop and implement procurement policies and procedures that demonstrate conformity with 2 CFR Part 200.318-327 and applicable Federal Register Notices, in conjunction with technical assistance from the Department. The Subrecipient will submit the procurement policies and procedures to the Department for a review of sufficiency. Procurement policies and procedures must be determined to be sufficient by the Department in order to clear the grant condition. The condition must be cleared in advance of any procurement work performed by the Subrecipient and prior to reimbursement/drawdown of any DR-WD funds.
 - 2) Subrecipient will develop and implement federal environmental review policies and procedures demonstrating conformity to the rules and regulations outlined in 24 CFR Part 58, in conjunction with technical assistance from the Department. The Subrecipient will submit the federal environmental review policies and procedures to the Department for a review of sufficiency. Federal environmental review policies and procedures must be determined to be sufficient by the Department in order to clear the grant condition. The condition must be cleared in advance of any work performed by the Subrecipient and prior to reimbursement/drawdown of any DR-WD funds.
 - 3) Subrecipient will develop and implement policies and procedure that demonstrate conformity with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by the Uniform Relocation Act Amendments of 1987 (URA or Uniform Act) and applicable Federal Register Notices, in conjunction with technical assistance from the Department. The Subrecipient will submit the URA policies and procedures to the Department for a review of sufficiency. The URA policies and procedures must be determined to be sufficient by the Department in order to clear the grant condition. The condition must be cleared in advance of any work performed by the Subrecipient and prior to reimbursement/drawdown of any DR-WD funds.
 - 4) Subrecipient will develop and implement policies and procedure that demonstrate conformity with asset management requirements outlined in 2 CFR 200.311, 200.313 and 200.314 and applicable Federal Register Notices, in conjunction with technical assistance from the Department. The

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Subrecipient will submit the asset management policies and procedures to the Department for a review of sufficiency. The asset management policies and procedures must be determined to be sufficient by the Department in order to clear the grant condition. The condition must be cleared in advance of any work performed by the Subrecipient and prior to reimbursement/drawdown of any DR-WD funds.

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DETAILED SCOPE OF WORK, BUDGET, AND APPLICATION

Name of Program: Lake Wildfire Resilience Workforce Program (Lake Workforce Program)

Grants Network Unique Identifier: Grant # 18-DRWD-23002

1. Program Overview

THE CDBG-DR ELIGIBLE ACTIVITY(IES):

- a) Public Service
- b) Public Facility Acquisition
- c) Public Facility Improvements

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

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

THE METHOD OF MEASURING NATIONAL OBJECTIVE FOR EACH ACTIVITY:

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

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

- a) Public Service
 - i. Total beneficiaries: 100
 - ii. Total low/mod beneficiaries: 100
- b) Public Facility Acquisition
 - i. Total beneficiaries: TBD
 - ii. Total low/mod beneficiaries: TBD
- c) Public Facility Improvements
 - i. Total beneficiaries: TBD
 - ii. Total low/mod beneficiaries: TBD

EXHIBIT F

2. Activity Scope Work (“Work”)

- a) Public Service: The CDBG-DR funded Lake Workforce Program will expand the current program from a statewide tribally focused program to a local and regionally focused program that serves Lake County low- and moderate-income residents, and a particular focus on young adults recently graduating from high school or an alternative school who are ready to enter the workforce. The Lake Workforce Program Project will provide a variety of conservation field work, career exploration and job readiness training, ecological restoration, wildland fire, forest, and ecological management knowledge. Additionally, significant participant supportive services will be provided.
- b) Public Facility Acquisition: Public Facilities Acquisition activities are included to provide a permanent homebase for the workforce development programs. which will provide the long-term, stable home necessary to build a program for the community. Trainings will be offered at the proposed public training facility to be acquired in Upper Lake, a central and accessible location for Lake County residents. The buildings proposed for use include:
 - a. a one-story, one-bedroom residence which will be used as an office space;
 - b. a large one-story barn on flat ground for a training meeting space; and
 - c. a large shop and engine bay on flat ground for tool and equipment storage.
- c) Public Facility Improvements: Public Facility improvement activities will be minor and should be completed within 60 days of site control. A security system will be installed, including installing a driveway gate, new locks on all outward facing doors, cameras to monitor sensitive and high value areas, and locked storage area for staff and trainee personal belongings. Climate control units will also be added to the office and training room. A generator will be added and connected to the office to ensure power during local outages. Upgrades may also include adding gravel to the road as a regular road maintenance project, for rainy season driving and parking, and the addition of ADA compliant parking spaces, and bathroom.

3. Budget Worksheet (attached)

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

Attachment a – Total Activity Budget Worksheet is the overall, detailed project budget submitted with the application. This budget provides a breakdown of the Grants Network Budget Worksheet. Only changes to the Total Activity Budget Worksheet that impact the Grants Network Budget Worksheet will result in either a budget revision or amendment.

EXHIBIT F

Attachment b – CDBG-DR Budget Worksheet is the high level, official budget for the Project. Any adjustments of this budget will result in either a budget revision or amendment.

Attachment c – CDBG-DR Budget Narrative is included to explain any information that affects how CDBG-DR funds will be used in the activity. It includes itemized accounts of how and when the funds will be used, an explanation of how projected expenditures were calculated, and any unmet budget gaps and information about the viability of the activities included if the project is only partially funded. Changes to this Narrative will not result in a budget revision or amendment.

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

4. Performance Measures

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

- Projected number of LMI beneficiaries (training participants) to participate in the Workforce Training Program: 100
- Projected goal percentage of LMI beneficiaries to participate in the Workforce Training Program: 100%
- Projected number of properties to be acquired: one (1)
- Projected number of Public Facilities rehabilitated/improved: three (3)
- And additional Performance Measures as may be requested.

5. Program Schedule

The Project Schedule for the Project is included below.

- Milestone #1: Date projected to Start DR-Workforce activities (incurring costs): **Within 30 days of execution of the Standard Agreement (SA) effective date.**
- Milestone #2: Date projected to begin the Public Facility Environmental Review: **Within 30 days of execution of the Standard Agreement (SA) effective date.**
- Milestone #3: Date projected to have Acquisition Site Control: **Within 60 days of ERR clearance.**
- Milestone #4: Date projected to start construction: **Within 60 days of ERR clearance.**

EXHIBIT F

- Milestone #5: Date projected to complete construction: **By December 31, 2025.**
- Milestone #6: Date projected to Start the Training Program: **Within 3 months from construction completion.**
- Milestone #7: Date projected to expend Fifty percent (50%) of the CDBG-DR awarded funds: **June 30, 2025.**
- Milestone #8: Date projected to Expend all CDBG-DR awarded funds: **January 31, 2026.**
- Milestone #9: Date projected to Close-out: **April 30, 2026.**
- **For non-Public Service activities, recordation of the 5-Year no change of use restriction must be recorded at the time Lake County creates such new or combined parcels, and regardless of a single existing parcel or new combined parcels, shall be in first (1st) lien position against each such parcel, and shall remain in effect from the date of recordation and continue for a period of five (5) years from the date of issuance of each Lake Wildfire Resilience Workforce Program Project occupancy permit.**

6. Final Application (attached)

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

Attachments:

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

Exhibit F - Attachment A
CDBG-DR Total Activity Budget Worksheet

Lake County				2018 CDBG-DR Workforce Development Program										Workforce Alliance of the North Bay			
City Budget and DOB		Total Activity Cost		Unit Cost	# of Units	Extended Cost	CDBG-DR	EDD-WIOA	General Funds	Donations	FEMA	[Source 6]	[Source 7]	[Source 8]	[Source 9]	[Source 10]	
Project								Public Service Direct Costs				Funding Sources					
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 182,000.00	\$ 104,000.00	1.75			\$ 182,000.00										
		\$ 1,439,204.66	\$ 1,439,204.66	1.00			\$ 1,176,311.86		\$ 262,892.80								
		\$ 1,621,204.66				\$ -	\$ 1,358,311.86	\$ -	\$ 262,892.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Facilities Direct Costs																	
							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 2,694,721.90	\$ 2,694,721.90	1.00			\$ 2,694,721.90		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 2,694,721.90				\$ -	\$ 2,694,721.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Activity Delivery Costs																	
					FTE*1.75 years		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 15,575.61	\$ 178,007.00	0.09			\$ 15,575.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 23,520.88	\$ 134,405.00	0.18			\$ 23,520.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 33,587.14	\$ 127,951.00	0.26			\$ 33,587.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Post (Part-Time)		\$ 29,288.70	\$ 111,576.00	0.26			\$ 29,288.70										
		\$ 195,258.00	\$ 111,576.00	1.75			\$ 195,258.00										
		\$ 7,151.46	\$ 81,731.00	0.09			\$ 7,151.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 6,575.63	\$ 37,575.00	0.18			\$ 6,575.63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Post (Part-Time)		\$ 7,183.40	\$ 41,048.00	0.18			\$ 7,183.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 3,221.76	\$ 12,273.36	0.26			\$ 3,221.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 52,719.66	\$ 30,125.52	1.75			\$ 52,719.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 374,082.23				\$ -	\$ 374,082.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 120,620.47					\$ 120,620.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal supplies,																	
		\$ 158,984.95					\$ 158,984.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 279,605.41				\$ -	\$ 279,605.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 4,969,614.20				\$ -	\$ 4,706,721.40	\$ -	\$ 262,892.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

budget with your projected activity costs. You may identify the line items by category, such as activity direct hard costs for public service and public facility activities, activity delivery soft costs, and indirect costs, or by any other categories that make sense at the top of the form, and identify the specific sources (funds) that will be used to pay for each line item in each category. Align the budget line items must align with the project scope of work. If your budget line item has a budget gap, the column will show a blue shaded field and a number indicating your budget coverage. Please make sure to include ALL of your 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 funding resource should be included, please email us at [redacted]@workforcealliance.org. Do not delete or alter formulas. The colored columns have no significance, they are colored only to make it easier to track across all funding sources.

Exhibit F – Attachment B
CDBG-DR Budget Worksheet

Passthrough Agency: California Department of Housing and Community Development
Program: 2018 CDBG-DR Workforce Development Program
Project Name/Title: Lake Wildfire Resilience Workforce Program (LWRWP)
Org Name: Workforce Alliance of the North Bay
Stage: Pre-Award

Report Date: 08/29/2024
Requested By: Taylor Swain
tswain@workforceallianceofnorthbay.org

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity	Public Service Direct Costs	Program Activity Costs	1	\$1,176,312.00	\$1,176,312.00	\$1,176,312.00	\$0.00		\$0.00	Direct Cost
	TERA	OJT's paid for by TERA funds	1	\$262,893.00	\$262,893.00	\$0.00	\$0.00		\$262,893.00	Cost Share
	Public Facilities Direct Costs	TERA Property Acquisition	1	\$2,694,722.00	\$2,694,722.00	\$2,694,722.00	\$0.00		\$0.00	Direct Cost
	WANB	Talent Development Specialist	1	\$182,000.00	\$182,000.00	\$182,000.00	\$0.00		\$0.00	Direct Cost
	TERA De Minimis Rate	10% Indirect Rate	1	\$120,620.00	\$120,620.00	\$0.00	\$120,620.00		\$0.00	Indirect Cost
Activity Total			5	\$4,436,547.00	\$4,436,547.00	\$4,053,034.00	\$120,620.00		\$262,893.00	

General Administration										
General Administration Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	

Activity Delivery										
	WANB Staff	Grant Management and Project Management	1	\$374,082.00	\$374,082.00	\$374,082.00	\$0.00		\$0.00	Direct Cost
	WANB Cost Allocation	Indirect costs spread by Cost Allocation Plan	1	\$158,985.00	\$158,985.00	\$0.00	\$158,985.00		\$0.00	Indirect Cost
Activity Delivery Total			2	\$533,067.00	\$533,067.00	\$374,082.00	\$158,985.00		\$0.00	

Other

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

Grant Total			7	\$4,969,614.00	\$4,969,614.00	\$4,427,116.00	\$279,605.00		\$262,893.00	
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Exhibit F - Attachment C
CDBG-DR Budget Narrative

Workforce Alliance of North Bay - Lake Wildfire Resilience Workforce Program (Lake Workforce Program)

How Expenditures Were Estimated

Tribal EcoRestoration Alliance (TERA) and Workforce Alliance of the North Bay (WANB) projected staff expenses based on actual salaries, benefits, and organizational standards. The remaining items were estimated based on a combination of organization experience and research. Items may be purchased for less than the cost below but will not exceed it. All items will be purchased in adherence to the WANB procurement and purchasing policy and Code of Federal Regulations and will be both necessary and reasonable.

Itemized List of Funds - Please see the uploaded narrative file for a full description of each line item along with justification for purchase.

Workforce Alliance of the North Bay - Master Budget Table - \$4,706,721 CDBG-DR

WANB CONTRACTED POSITIONS: Total \$182,000

Talent Development Specialist - This full-time position, to be hired if the grant is awarded, will handle the case management of participants. The individual hired will have prior experience in case management along with a track record of successful participant outcomes.

TERA Public Service Direct Costs: Total 1,176,312

TERA Public Service Direct Costs - This section is for the staff, instructors, On-the-Job training payroll, supplies, travel, equipment, and supportive services that are directly necessary for the training program. See the full descriptive narrative for details.

Public Facilities Direct Costs: Total \$2,694,722

TERA Property Acquisition - This is to purchase a property for an estimated \$2.2m along with acquisition fees/taxes, associated property improvements, and expenses for support of the property for the duration of the grant. See the full descriptive narrative for details.

Indirect Costs: \$121,380

TERA De Minimis Rate - \$121,380 - TERA opted to use the default De Minimis Rate of 10% as they do not have a negotiated indirect cost rate.

Activity Delivery Costs: Total \$374,082 Direct Costs and \$158,985 Indirect Costs

SALARIES & WAGES: Total \$297,230

Exhibit F - Attachment C
CDBG-DR Budget Narrative

Executive Director - 5% of WANB Executive Director's, Bruce Wilson, time over 1.75 years. He will have full administrative and oversight responsibility for the success of this grant and ultimately for the proposed; this will include administrative oversight for meeting specific project timelines, completing quality products, negotiating contracts, overseeing evaluations, interfacing with the key partners, and serving as the liaison with the Housing and Community Development Department. All other WANB staff report to this position.

Associate Director of Operations - 10% of WANB Associate Director of Operations', Laura Davis, time over 1.75 years overseeing the grant. This position is responsible for all aspects of the program from daily oversight, staff training, program performance and reporting, and ensuring program compliance.

Administrative Services Officer - 15% of WANB Administrative Services Officer, Taylor Swain, time over 1.75 years overseeing the grant. This position is responsible for all financial management, compliance, invoicing, cash draw, monitoring and reporting.

Sr. Workforce Development Analyst (Part-time) - 15% of WANB's Sr. Workforce Development Analyst's, Doug Orlando, time over 1.75 years. This position will provide advice and assistance with compliance with federal and state regulations.

Grant Manager (Full-time) - This position will assume day to day oversight, coordination and management responsibility for the grant project along with training partner coordination and oversight. This will include responsibility for overseeing the evaluation of program process and outcomes, interfacing with the key partners, and providing liaison with the funders and key stakeholders, designing, adjusting and overseeing project timelines and objectives, developing necessary request for proposals and contracts, and outreach, marketing and communication on behalf of the grant.

BENEFITS & TAXES: Total \$76,852

Executive Director - Benefit/taxes for the above position.

Associate Director of Operations - Benefit/taxes for the above position.

Administrative Services Officer - Benefit/taxes for the above position.

Sr. Workforce Development Analyst (Part-time) - Benefit/taxes for the above position.

Grant Manager - Benefit/taxes for the above position.

INDIRECT COSTS: \$158,985

Cost Allocation Plan - \$158,985 - The WANB Cost Allocation Plan assigns all costs to either a directly benefiting grant or to a cost pool. Cost pools are spread based on staff time study, or another reasonable methodology, to assign costs fairly among benefiting grants. This cost allocation plan assigns costs from, but not limited to, legal fees, fiscal fees, marketing/outreach, travel, board/staff development, equipment/technology, insurance, memberships/dues, audits, supplies, rents/leases. The Administrative Services Officer carefully reviews all costs before assigning to a grant or cost pool to be sure that it will spread only to grants that benefit from the cost activity.

Exhibit F - Attachment C
CDBG-DR Budget Narrative

Partial Funding Activity Viability

The Training Program portion of the Lake Wildfire Resilience Workforce Program is scalable to serve fewer trainees if funding availability is limited. The property acquisition component has less flexibility. The purchase price of property is not an item that could be replaced by other funding sources; if, however, other line items in the proposed acquisition budget are not funded due to funding constraints, it is possible TERA could fundraise to provide matching funds. The short timeline of the acquisition however makes that difficult. TERA will not be able to expand our workforce trainings, however, and offer this training program without the training facility.

Exhibit F - Attachment D
Final Application

Applications: Lake Wildfire Resilience Workforce Program (LWRWP)

2018 CDBG-DR WORKFORCE DEVELOPMENT PROGRAM

SECTION I: PROGRAM OVERVIEW

Profile

bwilson@workforcealliancenorthbay.org

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

1. Workforce Program Project Title

Lake Wildfire Resilience Workforce Program (LWRWP)

Eligible Applicant Name

Workforce Alliance of the North Bay

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

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

Local Workforce Development Board

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

3. Facility Address: Street Number and Street Name

1546 1st Street

City

Napa

Zip Code

94559

County

Lake County

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

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

Lake

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

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

WANB_LWRWP_Project Map_2024.02.14pdf.pdf

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

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

100

18-DR Workforce Development-23002

Approved Date: 10/24/2023

Prep Date: 08/29/2024

Exhibit F - Attachment D
Final Application

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

100

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

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

1.00

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

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

The target population of the Lake Wildfire Resilience Workforce Program is low- to moderate- income (LMI) individuals seeking entry-level employment, and accessing career-paths in the expanding and critical fire and forestry industry. Lake County has a low median income compared to statewide averages and based on the HUD income limits, there are many eligible individuals.

Local employers including the US Forest Service - Mendocino National Forest, Upper Lake Ranger District, CalFire, and the County of Lake have been encouraging TERA to develop a youth outreach program to recruit young adults from high schools, as local job opportunities in a rural area for recent graduates are limited. For this reason our outreach will have a particular focus on recruiting young adults and high school graduates, in addition to other eligible individuals.

TERA is a community-based organization that has been in operation since 2019 and is deeply embedded in the community. Our outreach plan relies on leveraging existing community relationships to distribute flyers, host outreach events, and spread the word about the Lake Wildfire Resilience Workforce Program (LWRWP) through word of mouth. We will leverage relationships with the County Department of Education and 4 County High Schools; two community colleges including Mendocino College - Lake Campus and Woodland College - Lake Campus; Lake County Economic Development Corporation; Tribal Assistance for Needy Families (TANF) and Tribal General Administration, Environmental & Education departments for seven local Lake County Tribes; Middletown Arts Center; Lake County Chamber of Commerce Youth Program; United Veterans Council Lake County Branch; North Coast Opportunities; US Forest Service - Upper Lake District Ranger; Lake County Fire Safe Council; CalFire Lake Napa Unit; North Coast Opportunities; Lake Family Resource Center; Hope Rising Clearlake Youth Center; Redwood Community Services; and CareerPoint Lake Career Center.

All outreach materials will be printed in English and Spanish, as well as information on requesting materials in additional languages (see information regarding Language Access Program below), and will include information regarding income eligibility on flyers. Outreach materials will also be posted to Facebook, in all career centers, school campuses, and adult schools.

The following is an outline of our proposed Outreach & Marketing Calendar.

April 1, 2024

- Finalize contract, begin work

April 30, 2024

- Create and finalize training schedule for September - December of 2024; draft through 2025
- Begin outreach to community partners (listed above) to co-host in-person outreach events
- Finalize draft of content for outreach plan including bilingual Facebook and Instagram posts, flyers and email newsletter blasts from both TERA & WANB to the public and TERA / WANB partners

By May 30, 2024

- Offer outreach presentations to potential trainees to 4 local high schools, 2 community colleges
- Maintain a list of interested individuals to follow up with at in-person registration event

By June 30, 2024

- Offer outreach presentations to potential trainees in partnership with 2 local CBO's
- Maintain a list of interested individuals to follow up with at an in person registration event

By July 30, 2024

- Host 1 in person registration event, which will serve as a meet and greet to answer questions and begin intake and eligibility process
- Host tables at a minimum of 4 Tribal youth events over the summer

18-DR Workforce Development-23002

Approved Date: 10/24/2023

Prep Date: 08/29/2024

Exhibit F - Attachment D
Final Application

By August 1, 2024
- First trainings begin

Fall 2024
- Host 2 outreach events with partners
- Offer field trip to at least 1 local high school to a TERA program for more information
- Adjust outreach as needed for spring outreach campaign

Spring 2025
- Host an open house at new facility as a recruitment strategy
- Repeat all outreach offerings offered in Spring of 2024, incorporating revisions to strategy based on feedback

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

10. Indicate the Disaster this program is related to:
DR-4382 (August 2018 fires impacting Lake and Shasta counties)

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

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

The Lake Wildfire Resilience Workforce Project (LWRWP) will directly address the economic impact from the 2018 by providing a training program that connects low- to moderate-income Lake County residents with careers in Wildland & Forestry Fire Training and ecological restoration, both aimed at reducing the risk of catastrophic wildfire and future economic losses, as well as providing meaningful livelihoods in career with upward mobility in a rural community where jobs are scarce.

Economic impacts from the unprecedented catastrophic 2018 fires were vast, and heavily impacted an already socioeconomically disadvantaged rural area. The Ranch Fire and River Fire (Mendocino Complex Fire), burned over 459,123 acres, and while neighboring counties in Mendocino, Colusa and Glenn counties were affected, the two fires that made up the complex, the Ranch Fire and River Fire, predominantly burned in Lake County and collectively destroyed 280 structures, damaged 37 others, and caused at least \$257 million in damages, including \$56 million in insured property damage and \$201 million in fire suppression costs. The cities of Lakeport, Kelseyville, Lucerne, Upper Lake, Nice, Saratoga Springs, Witter Springs, and Tribal communities at Big Valley Rancheria, Robinson Rancheria, and Habematolel Pomo of Upper Lake were evacuated. In the same year, there was the smaller Pawnee Fire in Spring Valley, which destroyed 22 structures, burned 15,185 acres, and caused the evacuation of the entire Spring Valley area.

Unfortunately, catastrophic wildfire in Lake County has been an ongoing issue since 2015, and the risk of wildfire remains high. In fact, since 2018 Lake County was hit by the Kincadee fire in 2019, which led to evacuations in south Lake County, and destroyed over 186 structures, including 86 homes. In 2020, Lake County was impacted by the both the August Complex and the LNU Complex fires; the August Complex burned parts of north Lake County, and was the largest single wildfire on record in the history of the State of California, It burned a staggering million plus acres, with a cost of \$319.8 million, leaving the skies throughout the state dark with smoke for months on end. The LNU Complex which burned almost around the same time, led to evacuations and burned sizable areas of south Lake County. It was the 6th largest wildfire in California history and burned 363,220 acres destroyed 1,491 structures and damaged 232.

In addition to the catastrophic wildfires that have ravaged Lake County, 49% of the land surface is considered moderate to very high fire risk by the California Department of Fire & Forestry (CalFire) as of September 2023. This is also captured in the Lake County Wildfire Protection Plan 2023 (CWPP) where nearly every township in Lake County has the highest designation of threat of catastrophic wildfire. It's notable that more than a little over half of the landmass of Lake County is owned privately, and though the county has at least six Fire Protection Districts, one state fire agency (CAL FIRE) and one federal fire protection agency (USFS), and some community fire safe organizations doing preventative work, the amount of required work to make Lake County a more fire resilient region is overwhelming. The Lake County CWPP highlights its top two priorities amongst the 145 listed to be ongoing fuel break maintenance and ongoing prescribed burning, throughout the entire county, amongst all communities. It is precisely these needs for large-scale, county-wide fuels reduction that this proposal seeks to address.

Due to these consecutive disasters and continued constant threat of new wildfires, Lake County property owners have been burdened with the increasing cost of fire insurance, as well as county ordinances designed to ensure hazardous vegetation management on residential properties

Exhibit F - Attachment D
Final Application

which are costly to adhere to. From 2020 to 2023, house and fire insurance premiums nearly tripled in cost (\$1,800 in 2020 to \$6,000 in 2023), and for some, the unaffordable cost is leading them to forego insurance coverage altogether. This means that private residents must manage and implement appropriate measures, such as reducing hazardous fuels and creating defensible space, with limited resources and lack of technical education, access to equipment, tools, and training.

With a county-wide per capita income of only \$34,020, it is estimated that the 2018 fires led to an average loss of \$13,000 in per capita losses per resident. Other economic losses include loss of the timber industry due to much of the timber on the Mendocino National Forest having burned; loss of housing; a decrease in tourism due to perceived risk of the local environment; an exodus of local residents who could not afford to rebuild homes; and increased cost for residents of health care, specifically mental health due to stress.

The response to these unprecedented catastrophic wildfires and their staggering economic impact has been an influx of state and federal funding for fuels reduction work in California. While there are many agencies actively working to acquire and distribute grants to reduce dangerous fuel loading, there is not a sufficient workforce to carry out the staggering amount of work needed to (re)build resilient communities and landscapes.

It is clear that California currently does not have a sufficient workforce to be deployed by the large sums of money being allocated for forest resilience initiatives. Per a policy brief published by The Nature Conservancy in 2023, California's public sector workforce will need to grow by nearly 9,400 individuals to put state funds to work. For instance, even with the recent state budget appropriation of \$1.2 billion being allocated to support forest restoration and fire resilience initiatives, and with CAL FIRE and the USFS announcing a 500,000 acres treatment commitment of California forest annually by 2025 (a dramatic increase compared to previous years), there are major gaps in the actual ability to deploy these funds and conduct on-the-ground work to rectify the past disasters and create mitigation measures. This gap in the available workforce means that either California will not reach its fuels treatment goals, or it will be much more costly to do so.

On the national level, the forestry industry is facing serious staffing shortages, with the Bureau of Labor Statistics noting that the US logging industry will have a shortage of 7,000 workers by 2026. Though there are 80 active primary wood products facilities in California, this number is significantly smaller than what it had been historically, such as in 1968 when there were 262 operating facilities. Findings from a 2021 Forest Sector Workforce Study Report, identified laborers as one of three of the most critical positions needed to be filled in the Northern California region, and through a state-wide survey study, concluded that the most significant challenge to hiring a workforce is the fact that the need for qualified personnel is growing faster than the available talent pool, and that the limited talent pool is caused by a lack of sufficient wages, remote nature of the work, lack of training opportunities, including certifications and on-the-job-training.

The Tribal EcoRestoration Alliance (TERA) was born in 2019 in response to multiple consecutive years of catastrophic wildfires, a need for an educated, ecologically sensitive workforce that also boosts the regional economy and uplifts Native people. Through partnering with local, state and federal forest health and fire departments, TERA has become a go-to organization in Lake County for fuels reduction, wildland & forestry fire, and ecological restoration workforce development training.

TERA has offered a suite of different trainings programs to address both the economic instability and landscape degradation that will be expanded upon and tailored for a new audience through this funding. TERA will offer 265 certificates for at least 100 LMI Lake County residents. These certifications are critical for potential candidates' eligibility and competitiveness for employment positions within the field. The certificates can also lead to high wages for those already employed. Additionally, TERA will provide on-the-job-training (OJT) for 20 low- to moderate income individuals, which will build their resumes and offer explicit relevant experience in their chosen field. The OJT will hone the participants technical skill set, while also creating space for them to practice soft skills, such as time management, communication, and computer skills.

TERA is also aware of an additional need for a local workforce liaison to hiring entities in order to create pathways for newly certified and trained individuals to find employment within the realm of wildfire resilience, primarily in the sectors of fire response and forestry. TERA has already developed relationships with local, state, and federal agencies, as well as Tribal Nations. Agency jobs specifically provide stable, long-term career paths with benefits and retirement for people with limited formal education or qualifications. This will not only help improve community safety but also provide long-term stable employment for local residents while meeting California's forest restoration and wildfire resilience goals. This will be expanded upon and formalized through this grant.

Lastly, the expansion of the Workforce Alliance of the North Bay to provide comprehensive support services to TERA trainees further elevates the Workforce Development program to holistically support participants to grow into competitive qualified candidates. Ultimately, the LWRWP program will improve Lake County's economic stability by providing access to professional training for LMI participants, which will result in long-term economic, social, and ecological recovery.

See attached file for references that cannot paste into this answer.

DR-Workforce funds cannot be used to supplant existing local public funds on an existing Workforce Program. The public service of the training program must be either a new or expanded service to an existing Workforce Program. To qualify as an expanded service, applicants must

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demonstrate that the expanded service will result in a quantifiable increase in the level of an existing service than what was delivered in the last 12 months. To qualify as an existing service, the program should have been in operations for at least 12 months.

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

An existing program that is currently funded by local public funds, but CDBG-DR funds will be used to expand services

Explain how the existing service will be expanded with CDBG-DR funds.

TERA currently offers a wildfire resilience workforce program for Tribal members, with a statewide focus. Leveraging foundation, state, and federal funding, we have developed a suite of courses that are tailored to the Tribal community, and have been received with enthusiasm throughout California. The success of our program has led to many local employers, such as the Mendocino National Forest requesting that we tailor our program to the Lake County community at large, and the LWRWP plans to expand on the success of these core offerings described above and in the subsequent uploaded document, by shifting our focus from a statewide, Tribally focused program, to a local and regionally focused program that serves Lake County low- and moderate- income residents, and a particular focus on young adults recently graduating from high school or an alternative school who are ready to enter the workforce.

TERA's expansion will continue to integrate Traditional Ecological Knowledge (TEK) into forest and fuels management, so that as we are reducing fuel loading and making our forests safer from catastrophic wildfire, we are also incorporating important ecological and cultural perspectives unique to the Tribal people that have stewarded this land since time immemorial. Recent Federal and State mandates (included as PDF attachments) have highlighted the importance of incorporating TEK into land management, agency approaches. TERA's Native-led focus will ensure that Lake County leads the way in incorporating these approaches into land management on a large scale."

There are two components of the expansion, both of which will invest in a strong foundation for TERA to continue building its programs well into the future.

The first includes a Public Facilities Acquisition, to provide a permanent homebase for TERA's suite of workforce development programs. TERA is currently housed in a temporary insufficient space, a barn at Robinson Rancheria in Upper Lake. The facilities are located in an old barn; offices are horse stalls with concrete floors, no doors, no climate control (heating / cooling), limited power that does not allow for the utilization of basic power equipment, unreliable internet, and a month-to-month lease on Tribally owned land. There are no training facilities or meeting spaces onsite, and limited storage for vehicles and tools. This limits our capacity to host trainings, as we need to find a new location each time we gather a group of trainees; there is also no ability to host non-Tribal groups on this land. In addition, we can not expand office space for administrative staff, or acquire additional vehicles and tools, thus posing an additional barrier to expanding our very successful training program. While we have been able to accomplish a great amount despite these significant limitations, the lack of a long-term facility has limited TERA's capacity to grow a long-term and stable program. This grant provides a rare opportunity to acquire land for a Public Facility, which will provide the long-term, stable home necessary to build a program for the community.

With a long-term facility secured, we will be able to expand our program offerings, and thus the second component of the expansion includes developing a Lake-county focused workforce development program that is targeted to young adults and low- and moderate- income Lake County residents in order to connect them with local jobs in the Wildland & Forestry Fire and ecological restoration field. This grant will allow TERA to: adapt an existing successful workforce development program, curriculum, and on-the-job training opportunities to a local audience; adjust recruitment strategies; and leverage local relationships to serve a local audience. Finally, the partnership with WANB will bring a new element to TERA's programs, namely supportive services that surround the trainee with a suite of services designed to support their long-term economic and employment success.

Upload supporting documentation that outlines the current training program, courses currently provided, and how many students are trained per course per year.

WANB_LWRWP_Existing Services_2024.02.14.pdf

SECTION II: SCOPE OF WORK

Application must include a detailed scope of work that includes: details on the training program and services that will be provided with course descriptions, the areas the services will be provided in and/or benefit, who will provide the Workforce training and services, steps that must be completed to initiate the training program, available training facilities and equipment, a clear statement that income eligible trainees will receive training services at no cost, and any other relevant program plans. Programs with public facility activities must also include a detailed explanation of all acquisition and/or capital improvements needed to provide for a training facility to deliver the workforce training program.

13. Training Program Scope of Work.

The scope of the Lake Wildfire Resilience Workforce Program is twofold, and involves a Property Acquisition Phase, as well as a Training Program Phase. Trainees in the program will be offered supportive services offered by WANB as detailed above, crucial for long-term success. All services

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will be provided in Lake County for Lake County residents. Eligible LMI trainees will receive training services at no cost.

The goal of LWRWP is to assist low and moderate income Lake County community members to obtain long-term employment success, improve long-term community wildfire resilience through the availability of a trained workforce, and to provide a means to develop the potential of residents as employees and leaders in the community. These goals include:

- Provide knowledge on vocational skills for careers in the wildfire resilience industry, including careers in forestry, wildland fire, and fuels management
- Prepare community members additional educational opportunities, including advanced training or occupational skills training.
- Prepare community members for paid employment opportunities.

EcoCultural Fuels Reduction Training - 50 individuals will complete a foundational four week vocational training program that prepares individuals for entry-level employment in local, Lake County-based agencies focusing on wildfire resilience, fuels and forestry, with an traditional ecological knowledge based approach

National Wildfire Coordinating Group (NWCG) certifications - 50 individuals will earn a certificate in an industry-recognized training program designed to advance and build careers.

On-the-Job Training - 20 graduates of the Fuels Reduction training will participate in crew-based projects that emphasize wildfire resilience, fuels reduction, and forest management, improve public safety, give participants a sense of accomplishment, instill a strong work ethic, promote community members participation in society, strengthen participants' understanding of the connection between education and occupational skills, and foster the acquisition of transferable job skills to enhance participants' future employability. Soft skill development will include:

- Punctuality - Showing up to work, meetings and appointments on time.
- Dependability - Showing up to work regularly every day.
- Appropriate grooming - Arriving to work clean and dressed appropriate to the workplace.
- Ability to work independently and as part of a team - Demonstrating the ability to contribute to work goals independently or as a contributing team member; and demonstrating initiative and ability to solve problems.
- Ability to communicate and listen actively - Demonstrating good communication skills and the ability to apply critical listening skills when learning work tasks.

The LWRWP Project will provide a variety of conservation field work, career exploration and job readiness training, ecological restoration, wildland fire, forest, and ecological management knowledge. The project is designed to promote community members' learning, leading to the practice and demonstration of work maturity skills by focusing on the transition from education to employment.

The project will consist of a combination of paid field experience and unpaid career exploration and job readiness training skill development.

WORKFORCE TRAINING COURSE DESCRIPTIONS:

TERA will build off of its successful Tribal training program and expand its offerings to create a parallel program for Lake County low and moderate income residents. Existing curriculum will be adapted to be inclusive for non-Tribal community members, yet still with a TEK lens. Additionally, significant supportive services component will be added by WANB. 100 unique individuals will be reached through this training program; proposed trainings are as follows.

1) EcoCultural Fuels Training - 2 cohorts of 25 people (50 total)

The EcoCultural Fuels Training will adapt the existing 140 hour Native Stewards Fellowship curriculum to a local, Lake County, non-Tribal specific audience. Some of the Tribally specific content will be replaced with content that is more appropriate for the general public, while maintaining the TEK and cultural focus of the work. The training will be 16 days, over 4 weeks.

This flagship training will prepare individuals to enter a meaningful career in wildfire resilience, forestry, and fuels management. Vocational certifications include: CPR / First Aid, OSHA10, and NWCG S212 Chainsaw Operations. Other topics include plant identification, introduction to wildland fire and prescribed burning, forest management, restoration techniques, etc.

We plan to offer one cohort of 25 in the fall of 2024, and a second cohort in summer or fall of 2025.

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1a) National Wildfire Coordinating Group Courses - (50 unique individuals, 100 certifications)

The National Wildfire Coordinating Group (NWCG) is an interagency entity that oversees qualifications for all firefighting personnel on federal land. These courses are offered with a standardized curriculum by a certified instructor, overseen by TERA staff. These courses will build trainees skills as well as build their resume to move towards career paths with Lake County agencies.

S212 Chainsaw Operations -

Basic chainsaw operation and safety that is foundational for entry level positions in wildland fire, and fuels management. Career builder towards higher qualifications and associated pay scales.

NWCG Certificate earned includes: S212 Chainsaw Operations

4 days. 1 contracted instructor, plus TERA Crew Members. Offered 2 times. 20 people per class. 40 people total. (4 days x 2 cohorts x 10 instructor hours. 80 instructor hours).

Firefighter Type 2

Entry level Wildland Firefighter course, recognized by federal and state fire agencies, and a requirement for entry level fire positions. Also foundational training for crew members engaging in fuels reduction work, primarily prescribed fire.

NWCG Certificates earned include: IS100, IS700, S130, S190, L180

5 days. 2 contracted instructors, plus TERA Crew Mentors. Offered 2 times. 20 people per class. 40 people total. (5 days x 2 cohorts x 2 instructors x 10 hours / day. 200 instructor hours).

L280 Followership to Leadership

Leadership training for entry level firefighters. Career builder towards higher qualifications and associated pay scales.

Pre-requisite, Firefighter Type 2 certification.

NWCG Certificates earned include: L280

2 days. 2 contracted instructors, plus TERA Crew Mentors. Offered 1 time. 40 people per class, 40 people total. (2 days x 2 instructors x 10 hours. 40 Instructor hours).

S219 Firing Operations - 2 day training. 2 contracted instructors, plus TERA Crew Mentors. Offered 1 time. 40 people max. per class. (2 days x 2 instructors x 10 hours / day. 40 instructor hours).

Course that covers ignitions for prescribed and wildland fire. Career builder towards higher qualifications and associated pay scales.

Pre-requisite, Firefighter Type 2 certification.

NWCG Certificates earned include: L280

NOTE: Depending on the interest and skill level of participants, we may replace some of these NWCG courses with other appropriate NWCG trainings such as S290 - Intermediate Fire Behavior, or RT130 Firefighter 2 Refresher.

1b) OJT Program - 2 cohorts of 10 people each, for 8 weeks each (graduates from EcoCultural Fuels Training)

2 cohorts graduating from the EcoCultural Fuels Training will be selected as hirees for on-the-job training for fuels reduction and restoration contracts on private, public, and Tribal land. TERA will be both the employer of record, as well as the provider of training. The grant will cover the training portion, and TERA will provide funding to cover OJT participants wages through existing contracts.

The workforce training will be provided by a combination of TERA staff and contractors, as outlined in a below section.

TERA has worked with qualified contract instructors from a number of partner organizations and agencies including the Watershed Research & Training Center, The Nature Conservancy, the Mendocino National Forest, California Department of Fire & Forestry, and Firestorm, and will continue to leverage these relationships to fill in gaps.

STEPS TAKEN TO INITIATE PLAN

- 1) Execute grant agreement
- 2) Execute partnership agreement between TERA and WANB
- 3) Secure Public Facility location for training program
- 4) Recruit, hire and onboard TERA and WANB staff and contractors for program
- 5) Adapt existing TERA training curriculum to new program goals

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- 6) Work with Lake County forestry, fuels management, and wildland fire employers to solidify pipelines to ongoing employment for program graduates
- 7) Acquire tools, equipment, etc. for program
- 8) Set up Public Facilities for training
- 9) Set up supportive services
- 10) Recruit participants
- 11) Determine eligibility
- 12) Register participants in training
- 13) Training begins

TRAINING FACILITIES

Trainings will be offered at the proposed public training facility to be acquired in Upper Lake, a central and accessible location for Lake County residents; if acquisition is not completed for the first training an alternate location will be selected, although a new facility will indeed be required to carry out the grant, and the scope of training will need to be scaled back accordingly.

The property that TERA has selected for purchase will not require substantial improvements or construction to provide a sufficient training facility. The buildings proposed for use include a one-story, one-bedroom residence which will be used as an office space; a large one-story barn on flat ground for a training meeting space; a large shop and engine bay on flat ground for tool and equipment storage.

The budget includes a full set of tools and equipment to furnish the new site with necessary items to maintain a large rural property, set up the shop to maintain tools needed for training programs, as well as furnishings for office and training space.

Upgrades might be adding gravel to the road as a regular road maintenance project, for rainy season driving and parking, and the addition of ADA compliant parking spaces, and bathroom. An architect will be required to assess the need for ADA upgrades. We expect upon Environmental Assessment we will be able to move administrative staff to offices onsite, as well as all tools, fleet, training materials, and shop for the crew.

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

Yes

Please provide a summary on the current phase including the activities that have already been completed for the proposed training program.

Due to the tight timeline of this funding source, TERA has begun work on the Property Acquisition Phase. A suitable property has been selected that meets the criteria and needs for a training program, and TERA has initiated due diligence to acquire necessary information regarding the property. In addition, a plan has been submitted to the County of Lake Planning Department regarding the proposed training site and the Director of Planning and County Climate Resilience Officer are working to ensure that the proposed uses are permissible for the property's zoning. TERA is also working with an additional realtor to locate additional suitable properties in the case that we are not able to complete the purchase of the proposed location. We are not seeking reimbursement for any of this work that has been initiated.

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

15. Are Partners included in the application?

Yes

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Describe the role of Partners involved in the program.

The Workforce Alliance of the North Bay (WANB) is a Joint Powers Agency which serves as the Workforce Development Board for Marin, Napa, Lake, and Mendocino Counties. The Alliance envisions a sustainable balance between the employment needs of job seekers and the business needs of employers, to ensure a self-sufficient, skilled and diverse workforce in the region. The Alliance strives for economic vitality that is characterized by an abundance of well-paying jobs and that the availability of a skilled workforce helps to assure the economic success of businesses and workers. For this project, the WANB will be responsible for grant administration and management, policy development and compliance, oversight and reporting as well as providing supportive services to participants in the workforce training program as the lead applicant.

The Tribal EcoRestoration Alliance (TERA) is a fiscally sponsored program of the Occidental Arts and Ecology Center, a 501(c)3 non-profit organization (see paperwork associated with the SAM.gov verification) based in Lake County, California. Founded in 2019, TERA is an interTribal collaboration with training and employment programs focused on building the workforce capacity to scale up fuels management and land stewardship. Historically, TERA has operated for the benefit of Tribal members across California and is enthusiastic about expanding their programming to include all LMI residents of Lake County. TERA will manage the Property Acquisition and Workforce Development Training Program and offer the industry-specific wildfire resilience workforce development training in the realm of forestry and fire.

Though not included as funded partners in the program to receive funding, TERA has also built relationships with employers throughout Lake County who are seeking to hire graduates of TERA's programs. These entities include United States Forest Service - Mendocino National Forest, Upper Lake District; CalFire Lake Napa Unit; Lakeport Fire Protection District. In addition, TERA will leverage existing partnerships with other community organizations, as described in the Outreach & Marketing plan. Some letters of support are included at the end of this proposal that illustrate some of the established partnerships and the need for local employment.

Upload a copy of each pending or executed Partner Agreement.

WANB_LWRWP_Partnership Agreement_2024.02.14.pdf

Upload a copy of each pending or executed Partner Agreement.

Upload a copy of each pending or executed Partner Agreement.

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

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

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

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

WANB will be the responsible party for administering Participant Supportive Services. All participants will be given an assessment. This assessment will document the supportive services needed for successful completion of the training program. WANB's Talent Development Specialist will work with each participant to develop a service plan which will identify and outline individualized services along with a timeline. Participants will receive those identified services and if additional services are discovered to be needed throughout the training period they will be added to the service plan and also provided. Services are provided by the WANB staff who will be located at the training site for easy access for the participant. Services include:

These services are all existing for WANB but are new for TERA training participants.

- 1) Intake and eligibility determination. (Mandatory, for all).
- 2) Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps). (Mandatory, for all).
- 3) Identify any and all equipment needed for successful training completion. (Mandatory, for all).
- 4) Job search and placement assistance upon completion of the training program.
- 5) Provision of referrals to and coordination of activities with other programs and services as needed.
- 6) Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local labor market area including the following:
 - a. Job vacancy listings in labor market areas.
 - b. Information on job skills necessary to obtain the vacant jobs listed.
 - c. Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs.
- 7) Provision of information relating to the availability of assistance, and appropriate referrals to those services and assistance, including: (1) child care, (2) child support, (3) medical or child health assistance available through the state's Medicaid program and Children's Health Insurance Program, (4) benefits under the SNAP, (5) assistance through the earned income tax credit, (6) housing counseling and assistance services sponsored through the US Department of Housing and Urban Development, (7) and assistance under the CalWORKS program, and other supportive services and transportation provided through that program.
- 8) Comprehensive and specialized assessments of the skill levels
- 9) Development of an individual employment plan, to identify the training and employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve training and employment goals.
- 10) Group and/or individual counseling and mentoring.
- 11) Career planning.
- 12) Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment.
- 13) Financial literacy services.
- 14) Information on English language acquisition and integrated education and training programs.

We do not anticipate any barriers in providing any needed supportive services.

Our staff will have an office located at the new Public Facility training site to make them easily accessible for all trainees. Each trainee will have regularly scheduled meetings with the staff to ensure they have the services needed to be successful and to mitigate any new barriers. The trainees will also be able to drop in and meet with staff at any time during the work day. Trainees will also be able to contact staff through phone or email.

All eligible participants will have access to the menu of services. We will not have a limit on services provided. All participants will receive an assessment, a training and employment plan, career planning, job development services and any required clothing, tools and safety gear. TERA will work with the Talent Development specialist to distribute personal protective equipment (PPE), child care and transportation reimbursements, as well as work wear and other equipment.

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

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

14

Acquisition, construction and/or site improvements may be considered as supplemental activities to support the long-term community investment in

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

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

Yes

Select all that apply to the proposed Workforce training Program.

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

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

Can the acquisition activity be completed prior to the deadline to commence the workforce training (December 31, 2024)?

Yes

Describe what will be acquired and the status of title at the time of application.

TERA has been looking for a permanent homebase to set up a Public Training Facility. Needs include: office space for administrative staff of up to 10 people; a training / meeting room to host trainings of up to 75 people; a large shop and bay for parking a fleet of vehicles, storing chainsaws and tools, PPE; outbuildings for storage of equipment (chippers, mowers, power tools, etc.); acreage and outdoor area for training in wildfire resilience skills including chainsaw operations, post-fire recovery work such as tree planting and creek restoration, etc.; sufficient parking; and Zoning that complies with uses.

TERA has identified a suitable property that meets our program and above listed needs that is currently listed for sale, and is privately owned. The site has the appropriate existing structures to house the TERA administrative team, facilitate large scale outdoor and indoor trainings, ample facilities for storing and repairing equipment, and a sufficient amount of acreage with an ecosystem representative of Lake County. We have been actively working with the selling real estate agent, landowner, and County Planning Department to do background work and ensure that the property will meet our needs. This work is happening in parallel to the submission of this grant to ensure we can adhere to the required timeline.

Please enter the number of properties projected to be acquired with CDBG-DR funds for the use of the Workforce Training Program.

Enter the number of properties projected to be acquired.

1

Please enter the number of non-residential buildings projected to be acquired with CDBG-DR funds for the use of the Workforce Training Program.

3

Enter the number of buildings projected to be acquired.

3

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

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

Yes

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

Public Facility improvement activities will be minor and should be completed within 60 days of site control. A security system will installed, including installing a driveway gate, new locks on all outward facing doors, cameras to monitor sensitive and high value areas, and locked storage area for staff and trainee personal belongings. Climate control units will also be added to the office and training room. A generator will be added and connected to the office to ensure power during local outages. Lastly, gravel will be used to fill in dirt roads as to make them passable even in inclement weather.

Please enter the number of non-businesses, (i.e., Nonprofit, Jurisdiction, Post-Secondary Education Center, municipality, Special District) projected to benefit from CDBG-DR funds used for the public facility activities for the use of the Workforce Training Program.

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Enter the projected number of non-business organizations benefitting.

1

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

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

2

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

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

Categorically Excluded Subject to 58.5 (CEST)

SECTION III: BUDGET

Enter the total Amount of DR-Workforce Funds Requested.

20. CDBG-DR Funding Amount Requested

4,706,721.00

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

21. Total Project Cost

4,969,614.00

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

WANB_LWRWP_Cost Estimate_2024.02.14.pdf

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

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

No

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

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

No

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

25. Total Activity Budget

WANB-TERA App N_18 DR-Workforce_Total Activity Budget Template.xlsx

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

26. Upload the completed DOB Affidavit.

WANB-TERA DOB Affidavit (no funding for either).pdf

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

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

WANB_LWRWP_Payee Tax Form_2024.02.16.pdf

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

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

Yes

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

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

Yes

SECTION IV: Program Schedule

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

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

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

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

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

30. PROGRAM MILESTONE TIMELINE

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

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

30 day from effective date of the SA.

Programs that have Public Facility activities (rehab/improvements/acquisition) must commence the Environmental Record Review process within 30 days from effective date of the SA.

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

30 days from effective date of the SA.

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

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

60 days after ERR.

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

Milestone #4: Date projected to start construction:

N/A

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

Milestone #5: Date projected to complete construction:

N/A

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

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

Within one quarter after ERR clearance.

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

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

March 1, 2025

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

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

January 31, 2026

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

Milestone #9: Date projected to Close-out:

January 31, 2026

SECTION V: PROGRAM PLANS

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

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

Yes

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

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

In Development

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

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

In Development

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

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

TERA and WANB, as well-established organizations with a collective 12 years of offering workforce development programming in the Lake County area, plan to continue the wildfire resilience workforce programming for Lake County beyond the lifespan of the grant. Both organizations have successful track records acquiring and managing state, federal, and foundation funding for previous workforce development programming and continue to do so ongoingly into the future.

The public facilities acquisition is an important component for TERA's sustainability as it will allow TERA a stable and certain homebase to continue its programs and continue to grow staff and programs into the future. TERA will continue to hold, manage, and run the workforce development program through the property well beyond the stipulated 5 years.

All of TERA's current staff have undergone some or all of TERA's training program. Because TERA uses a variation of the train-the-trainer model, the new participants that will go through this expanded program could in turn become part of TERA's core staff and/or part of yet a larger, or continued workforce development expansion.

Further, this grant program will provide the first dedicated supportive services staff person for the TERA trainees through the new partnership with WANB and the new Talent Development Specialist position (more on this role below is question 45). TERA and WANB have an interest in continuing to fund that position beyond the scope of this grant for the benefit of all future workforce development participants.

SECTION VI: DUE DILIGENCE

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

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

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

WANB_LWRWP_Approving Resolution_2024.02.15.pdf

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

36. Upload proof of identification of Authorized Representative.

WANB_LWRWP_AR Verification_2024.02.14.pdf

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

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

No

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

WANB_LWRW_Debarment_2024.04.30.pdf

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

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

No

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

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

Yes

Please upload the most recent single audit.

WANB_LWRWP_Applicant Audit_2024.02.14.pdf

Upload Box

OAEC_LWRWP_Subrecipient Audit_2024.02.14.pdf

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

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

Both WANB and TERA have extensive experience managing federal grants and large scale projects. The two organizations will work together to ensure effective management for each of their scopes of work and overarching grant management.

The WANB formed in Program Year 2015-16 and immediately began receiving annual Federal/State Workforce Innovation and Opportunity Act funding. Since that time, WANB has received, administered, managed and overseen over 50 million in funding without incident. Our staff has over 100 years of combined years of experience overseeing Federal and State workforce training programs and their associated funding. The vast majority of this experience has specifically been at the management or executive levels.

WANB Staff Experience:

WANB Executive Director Bruce Wilson – currently serves as the Workforce Development Board Director for the WANB Regional Workforce Development Board. He has 21 years of federal grants management. He has provided administrative oversight, negotiated contracts, interfacing with key partners for the grants success, and overseeing all aspects of the grant.

WANB Associate Director Chief of Operations Laura Davis - has 15 years of experience in Federal grants management. She is currently overseeing two National Disaster grants and has managed five additional grants to completion. Duties included ensuring the implementation plan was followed and completed, monthly reporting was submitted on time, capturing all data, and oversight of program staff.

WANB Administrative Services Officer Taylor Swain - has 10 years of experience in federal grant management with the Workforce Innovation and Opportunity Act and other grants. He oversees all financial functions of grants, including budgeting, cash draw, financial reporting and subrecipient management/monitoring.

Senior Workforce Development Analyst Doug Orlando – Is a retired state of California employee that spent a 42 year career as an auditor, fiscal monitor, policy developer, with the last 25 years in the Workforce Development program, providing advice and oversight of local areas throughout the state. After retirement from the State, he has been a consultant and adviser to the Workforce Alliance of the North Bay.

TERA is a thriving organization of 15 staff with 37 years of cumulative federal grant experience. TERA has a \$1.5 million annual budget in 2023, and is currently managing approximately \$3.5 million in total multi-year Federal and State grants. TERA currently holds federal grants from the Bureau of Indian Affairs (BIA), the US Forest Service (USFS), and the Bureau of Land Management (BLM). Cumulatively, these total over \$1.5 million dollars. TERA's executive staff expertly manage these grant projects with clear roles and extensive project and budget tracking systems.

TERA Staff Experience:

Lindsay Dailey, TERA's Executive Director, is a co-founding member of TERA and has grown TERA into a robust organization with relationships among Federal, State, and local partners and grantors. Lindsay has led the successful application and implementation of over \$4 million dollars of grant contracts since TERA was founded in 2019. Lindsay has 12 years of executing federal funding contracts and will be the person at TERA responsible for the overall success and implementation of this funding. Lindsay will oversee all of TERA's grant related activities (property acquisition and workforce training program) and will monitor the staff.

Megan McCluer is the Finance Manager and comes to TERA with 25 years of federal work experience. Megan has worked for the U.S. Department of Energy, Wind Energy Program, and managed federal programs and grants until her retirement brought her to TERA. Megan also worked as the Executive Director at the Mendocino Resource Conservation District and managed multiple federal grants and contracts, including from the USDA Natural Resources Conservation Service, US Fish and Wildlife, and the US Army Corps of Engineers.

TERA will hire a short-term Public Facility Acquisition contractor to assist with the Public Facility Acquisition. This position will be required to have at least 10 years of experience in realty, with a minimum of 1 year specific experience in carrying out federally funded acquisition. More about contracting for this position can be found in question 45.

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

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

TERA and WANB both have managerial staff with 95 collective years in workforce training programs.

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TERA will carry out all of the workforce training associated with this grant. Fundamentally, TERA is a natural resources workforce development organization. TERA's mission is to cultivate land stewardship, livelihood, and leadership skills that weave collaborative relationships between Tribal members and the community at large, for the benefit of landscape restoration and resilience.

TERA staff will manage, coordinate, and conduct all workforce development trainings. TERA has authored, piloted, and revised the Native Stewards Fellowship (NSF) 140-hour curriculum that brings together vocational skills and traditional knowledge to prepare tribal members for careers in land stewardship with a focus on wildfire resilience and fuels management. During the 2022-2023 Burn Season, TERA's staff trained 165 individuals, including 75 Native people from 22 Tribes. Additionally, 26 individuals earned a Firefighter Type 2 (FFT2) certification, 19 of whom were Tribal members. A total of 16 beneficial burns on 113 acres in Lake and Mendocino Counties, including 11 private land locations were conducted, and provided 4,513 hours of prescribed fire training. TERA has successfully graduated two cohorts of Native Stewards Fellowship; the first session was taught by Executive Director Lindsay Dailey, and the most recent session was collaboratively taught by the Executive Director, the Fuels Captain, the Crew Lead and members of the current hand crew. The Executive Director, Fuels Captain, and InterTribal Hand Crew members all hold the following qualifications: Firefighter Type 2, NWCG S212 Wildland Saws, S290 Intermediate Fire Behavior, S219 Firing Operations, L-280 Followership to Leadership, First Aid/CPR, OSHA10. The workforce development program expansion will be similar to the NSF program referenced above, but with a widened focus of people from all ethnic and racial demographics and particular to Lake County as opposed to Tribal specific and state-wide.

Lindsay Dailey, TERA's Executive Director, has been working in landscape restoration and sustainability education since 2001 and has 18 years of extensive experience in green jobs workforce development training. Beginning with developing workforce training for the solar industry, Lindsay has developed training programs for a wide number of diverse participants. Her background in this realm will support program development and implementation.

TERA's 6 Crew Mentors are our InterTribal hand crew. They have completed TERA's suite of trainings and provide on-the-job training (OJT) for newly certified trainees, and will serve as Crew Mentors for training programs. TERA's permanent crew are well versed in their job skills and are accustomed to mentoring OJT staff. Currently each member of the Hand Crew has between 1-4 years experience in a training role. Further, those in the OJT program have access to other TERA staff and partners for professional and soft skills mentorship.

Stoney Timmons, TERA's Crew Lead (listed in the budget as one of the Crew Mentors), will lead trainings with support from the Fuels Captain, both out in the field while implementing TERA project work, and during training events, including but not limited to, ecological restoration, plant identification, fire ecology, prescribed and cultural burning, and more. Stoney is the supervisor of our intertribal all-Native hand crew. He is NWCG certified as a Firefighter Type II (S-130, S-190, L-180, IS-700-IS-100) and has his USDA Faller B Saw Certification. He has also received NWCG received certifications in L-280 Followership to Leadership, S-219 Firing Operations, and M-410 Facilitative Instructor in order to be qualified to teach programs. Additionally, he has received certifications in Cultural Resource Monitoring, and has continued to receive ongoing training in fuels reduction, prescribed and cultural burning, land restoration, and more through his ongoing project work with TERA.

Brels Solomon, TERA's Fuels Captain, will also serve as a Crew Mentor (listed in the budget as one of the Crew Mentors) and participate in vocational training implementation, in relation to fuels reduction, sawyer-training, operational equipment, tool use and more. He has over 7 years of experience working with the USFS, having held positions of Lead Firefighter/Lead Saw and Fire Engine Assistant Operator for the Mendocino National Forest Upper Lake Ranger District. He is certified Firefighter Type I and II, is a certified Faller C Sawyer, and has previously been certified as an EMT1, HELR (Helicopter Long Line/Remote Hook Specialist), DECK (Deck coordinator), Hazmat Awareness, ICT5, RXB3(T), and ENOP (Engine Operator). As a full-time TERA Staff Member, Brels acts as a primary trainer for our hand crew on all things related to saw work and fuels reduction, incorporating technical skills with our holistic and comprehensive approach to land stewardship.

Thea Maria Carlson, TERA's Stewardship Manager, has 10 years of training experience, and will support the Training Manager position. She developed and led the Wildfire Resilience Training Program for the Santa Rosa Junior College, leading a hands-on student internship program in ecological restoration, forestry and prescribed burning, and will bring that experience to the LWRWP.

In addition, TERA will hire a Training Manager with high level NWCG qualifications and experience in training who will oversee the Training program. More about these roles is detailed below in question 45.

WANB is a regional workforce development board which serves as a connector between the U.S. Department of Labor and local American Job Centers that deliver services to workers and employers. The WANBs' role is to develop regional strategic plans and set funding priorities for their area. Though they will not directly be involved in the training portion of the grant, their experience with workforce development will be a central component of the project's success. Cumulatively, WANB has 67 years of workforce development experience.

Bruce Wilson, currently serves as the Workforce Development Board Director for the WANB Regional Workforce Development Board. He will have full administrative and oversight responsibility for the success of this grant and ultimately for the proposed; this will include administrative oversight for meeting specific project timelines, completing quality products, negotiating contracts, overseeing evaluations, interfacing with the key partners, and serving as the liaison with the Housing and Community Development Department. Mr. Wilson has over 28 years of experience in workforce

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development, and has competed for, received and overseen over 20 million in Federal and State workforce development grants.

Laura Davis, Associate Director, Chief of Operations has 29 years of experience in workforce development programs and has been employed by WANB for 28 years. She currently oversees workforce training programs in four counties.

Taylor Swain, Administrative Services Officer, has 10 years of experience in federal financial grant management with the Workforce Innovation and Opportunity Act. He oversees all financial functions of grants, including budgeting, cash draw, financial reporting and subrecipient management/monitoring.

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

WANB and TERA will work hand-in-hand to ensure the efficient and compliant management of this comprehensive program expansion with these grant funds.

For this project, the WANB will be responsible for grant administration and management, policy development and compliance, oversight and reporting as the lead applicant, as well as the participant support services component.

WANB's managing staff are:

Bruce Wilson, Executive Director will have full administrative and oversight responsibility for the success of this grant and ultimately for the proposed; this will include administrative oversight for meeting specific project timelines, completing quality products, negotiating contracts, overseeing evaluations, interfacing with the key partners, and serving as the liaison with the Housing and Community Development Department. Mr. Wilson has over 28 years of experience in workforce development, and has received and overseen over 20 million in Federal and State workforce development grants.

Laura Davis, Associate Director, Chief of Operations has 29 years of experience in workforce development programs and also holds a Bachelor of Science degree. She is responsible for all aspects of the program from daily oversight, staff training, program performance and reporting, and ensuring program compliance. Laura will provide technical assistance to the new Grants Manager and provide that person any training that is needed. Laura will meet with the Grants Manager on a regular basis and as needed to ensure successful grant implementation.

Taylor Swain, Administrative Officer, has 10 years of experience in federal grant management with the Workforce Innovation and Opportunity Act and other grants. He will ensure accurate financial record keeping in compliance with federal policies, oversee invoice submission, cash draw, financial reporting and work to provide financial statements to managers with WANB and TERA, as well as subaward payment to TERA.

Doug Orlando, Senior Workforce Development Analyst, is a retired state of California employee that spent a 42 year career as an auditor, fiscal monitor, policy developer, with the last 25 years in the Workforce Development program, providing advice and oversight of local areas throughout the state. After retirement from the State, he has been a consultant and adviser to the Workforce Alliance of the North Bay.

Grant Manager (TBD - Written into grant) will assume day to day oversight, coordination and management responsibility for the grant project and training partner coordination and oversight. This will include responsibility for overseeing the evaluation of program process and outcomes, interfacing with the key partners, and providing liaison with the funders and key stakeholders, designing, adjusting and overseeing project timelines and objectives, developing necessary request for proposals and contracts, and outreach, marketing and communication on behalf of the grant. More details on hiring this individual are available below in question 45.

TERA will manage and conduct the public facility acquisition and the workforce development program. TERA's managing staff are:

Lindsay Dailey, Executive Director, will be the accountable person for TERA's portion of the grant. Lindsay has two decades of experience managing projects and will have administrative oversight for meeting specific project timelines, hiring staff, interfacing with the key partners, and ensuring program success.

Megan McCluer, Finance Manager, works with TERA Bookkeeper and CPA, Carlos Soler, to manage grants, finance compliance, and organizational systems for all accounting management. They will be responsible for all accounting and invoicing.

Yvonne Quintero, Human Resources Manager, has over 5 years of experience in human resources management. She has worked for Tribes and small businesses in the Lake County area. She currently manages HR administrative tasks, including onboarding, personnel file management, policy development and review, Human Resources Information Systems (HRIS) management, paperwork and documentation, and other HR administrative duties as needed. Yvonne will assist this program with onboarding workforce development trainees, orienting them to the TERA Employee

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Handbook, TERA compliance policies, oversee clerical processes such as payroll integration and paperwork filing, as well as occasionally provide soft skills and professionalism training to participants.

Project Manager (TBD - Written into grant) will assume management of both the Property Acquisition as well as Training Program portion of the grant. They will track budgets, deliverables, timelines, and supervision of program staff, as well as oversee and manage the timeline, deliverables, hiring, budget, and implementation of the grant. This position will require a minimum of five years of grant and project management as well as subject matter knowledge.

Outreach Coordinator (TBD - Written into grant) will lead outreach and recruitment efforts for the grant, in coordination with WANB staff.

Training Manager (TBD - Written into grant) will be hired to develop the content for the training program, help leading the NWCG course and support training efforts with OJT crew members; TERA will seek funding beyond the CDBG grant to retain this position for future training programs. This position will require a set of minimum NWCG qualifications, as well as a minimum of three years instruction or training programs.

Facilities Manager (TBD - Written into grant) will oversee the first year of setup at the Public Facility Acquisition, and create systems for long-term maintenance of the facility, with some hourly support from an additional landscaper. TERA will seek funding beyond the life of the grant to make the Facilities Manager a permanent new position.

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

WANB_LWRWP_Org Chart_2024.02.14.pdf

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

Both WANB and TERA are prepared and ready to hire staffing as outlined in the budget to manage the Lake Wildfire Resilience Workforce Project, and do not have any major gaps in capacity. Both organizations have a strong track record as recipients of state and federal funding, and foundational administrative teams to handle the human resources and financial and grant management necessary to ensure successful completion of the project.

WANB is prepared to hire one Talent Development Specialist staff position. This position is intended to be housed on-site at the new Workforce Development Public Facility Training center in Upper Lake in order to best serve the participating trainees. They will provide the supportive services listed above in question 16 and work closely with TERA staff to ensure that each trainee is receiving the individualized support they need. This individual will have prior experience in case management along with a track record of successful participant outcomes.

WANB will also hire a Grant project manager who will assume day-to-day oversight, coordination and management responsibility for the grant project and training partner coordination and oversight. This will include responsibility for overseeing the evaluation of program process and outcomes, interfacing with the key partners, and providing liaison with the funders and key stakeholders, designing, adjusting and overseeing project timelines and objectives, developing necessary request for proposals and contracts, and outreach, marketing and communication on behalf of the grant.

TERA plans to add a few staff positions to increase capacity to manage this grant, and will utilize existing Human Resources infrastructure to recruit, select, and onboard new staff. In addition, several of the new hires enabled with this funding are intended to be long-term positions at TERA, and we will leverage new and existing funding relationships to retain several of the new hires beyond the life of the grant.

A new position for a full-time Project Manager will oversee and manage the timeline, deliverables, hiring, budget, and implementation of the grant. This position will require a minimum of five years of grant and project management as well as subject matter knowledge. A full-time Training Manager will be hired to develop the content for the training program, help lead the NWCG course and support training efforts with OJT crew members; TERA will seek funding beyond the CDBG grant to retain this position for future training programs. This position will require a set of minimum NWCG qualifications, as well as a minimum of three years instruction or training programs. An Outreach Coordinator at 50% FTE will lead outreach and recruitment efforts for the grant. A full-time Facilities Manager will oversee the first year of setup at the Public Facility Acquisition, and create systems for long-term maintenance of the facility, with some hourly support from an additional landscaper. TERA will seek funding beyond the life of the grant to make the Facilities Manager a permanent new position.

TERA will hire a few contractors to fill in on specific expertise. 1-2 short-term contractors will assist in managing the Public Facility Acquisition. At least one person will be required to have a realty, legal, and planning background with at least 10 years of experience, including at least 1 year of in carrying out federally funded acquisition. Another contractor may be an architect to assist with ensuring ADA compliance by inspecting the property and its structures and potentially drafting plans for ADA additions. This is a one-time need in order to broker the transaction and ensure all regulations and federal funding requirements are in compliance. In addition, TERA will hire an Environmental Planner to ensure NEPA compliance and complete any necessary environmental review documents required. TERA has created a draft Scope of Work for these positions and will proceed into contracting upon contract execution if funds are awarded.

TERA and WANB will both advertise the new positions locally to Lake County residents. All of the job postings will be shared on online job boards and recruitment websites, on social media, and distributed through existing partnerships' channels, and word of mouth.

46. Do you have Procurement Policies and Procedures?

Yes

Upload Procurement Policies and Procedures.

WANB_LWRWP_Procurement Policy_2024.02.14.pdf

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

In Development

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

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

In Development

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

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

N/A

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

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

N/A

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

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

Yes

Upload Financial Management Policies and Procedures.

WANB_LWRWP_Fiscal Management Policies_2024.02.14.pdf

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

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

Yes

Upload Record Keeping Policies and Procedures.

WANB_LWRWP_Record Keeping and reporting policy_24-02-15.pdf

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

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

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

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

Yes

Upload LAP plan.

WANB_LWRWP_LEP policy_2024.02.13.pdf

54. Is the Equity Survey Form completed?

Yes

55. Is the Legislative Data Form completed?

Yes

SECTION VII: CERTIFICATIONS

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

56. Application Approver Name:

Bruce Wilson

18-DR Workforce Development-23002

Approved Date: 10/24/2023

Prep Date: 08/29/2024

Exhibit F - Attachment D Final Application

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

WANB-LWRWP- CDBG-DR Application Certifications and Statement of Assurances - Signed.pdf

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

WANB_LWRWP_Parcel Maps_2024.02.10-combined.pdf

Additional File Upload

WANB_LWRWP_LOS_2024.02.14.pdf

Additional File Upload

Q. 34 CDBG Budget Narrative.docx

Additional File Upload

Additional File Upload

Additional File Upload

Average Score

0.00

Budget Worksheet

View Budget Worksheet

<https://portal.ecivis.com/peerBudget/8D56F615-5CB5-4A88-85AE-ADAF9A49E90F>

Application Goals

View Application Goals

<https://portal.ecivis.com/peerGoals/9870D512-8C7D-40AF-8727-074A9F36E006>

of Reviews

3

of Denials

0

Text

Applications: File Attachments

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

WANB_LWRWP_Project Map_2024.02.14pdf.pdf

Upload supporting documentation that outlines the current training program, courses currently provided, and how many students are trained per course per year.

WANB_LWRWP_Existing Services_2024.02.14.pdf

Upload a copy of each pending or executed Partner Agreement.

WANB_LWRWP_Partnership Agreement_2024.02.14.pdf

25. Total Activity Budget

WANB-TERA App N_18 DR-Workforce_Total Activity Budget Template.xlsx

26. Upload the completed DOB Affidavit.

18-DR Workforce Development-23002

Approved Date: 10/24/2023

Prep Date: 08/29/2024

Exhibit F - Attachment D
Final Application

WANB-TERA DOB Affidavit (no funding for either).pdf

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

WANB_LWRWP_Payee Tax Form_2024.02.16.pdf

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

WANB_LWRWP_Approving Resolution_2024.02.15.pdf

36. Upload proof of identification of Authorized Representative.

WANB_LWRWP_AR Verification_2024.02.14.pdf

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

WANB_LWRWP_Org Chart_2024.02.14.pdf

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

WANB-LWRWP- CDBG-DR Application Certifications and Statement of Assurances - Signed.pdf

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

WANB_LWRWP_Parcel Maps_2024.02.10-combined.pdf

Additional File Upload

WANB_LWRWP_LOS_2024.02.14.pdf

Additional File Upload

Q. 34 CDBG Budget Narrative.docx

- Attachment D
CareerPoint LAKE/Workforce Alliance North Bay Office
Application



Current TERA Shop



Proposed Facility Acquisition



Lake County



Road



Major HWYs

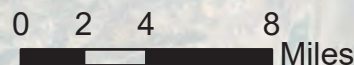


Exhibit F - Attachment D
Final Application

Question 12b. TRAINING PROGRAM INFORMATION

I. TERA's Current Training Programs

TERA currently offers a wildfire resilience workforce program for Tribal members, with a statewide focus. Leveraging foundation, state, and federal funding, we have developed a suite of courses that are tailored to the Tribal community, and have been received with enthusiasm throughout California. Since our first training program was launched in 2021, we have served over 212 people from 53 Tribes through the State of California. In total we have offered over 895 hours of training and issued 258 National Wildfire Coordinating Group (NWCG) certificates, including Chainsaw Operations S212, Firefighter Type 2, L280 Followership to Leadership, S219 Firing Operations, and RT-130 Firefighter Annual Refresher course.

1) Native Stewards Fellowship

The Native Stewards Fellowship is a 140 hour, four-week workforce development intensive that brings together traditional knowledge with vocational skills to prepare Tribal members for careers in land stewardship with a focus on wildfire resilience and fuels management. Topics in the training include: ecology (plant identification, reading the landscape, understanding succession, fire ecology), traditional knowledge (cultural burning, history of Native Californian land management, cultural uses of plants, Indigenous worldviews around relationship to land); land stewardship skills (riparian and oak woodland restoration, forest management / fuels reduction); and several vocational certifications (OSHA10, First Aid / CPR, S212 Wildland Fire Chainsaw). The training offers a culturally relevant, comprehensive, systems-oriented approach to stewarding the inner coast ranges of Northern California, and deepens Tribal members' connections to their ancestral territories while providing them with further skills to become more engaged stewards of the land. TERA has graduated 36 individuals from this program in two cohorts, with a third cohort of 18 people planned for April of 2024.

2) InterTribal Hand Crew On-the-Job Training

TERA has offered one cohort of On-the-Job Training to NSF graduates for 5-month on-the-job training program, which covers the following components:

- Project work with TERA at various high priority fuels reduction project sites, which provide opportunities for trainees to further develop fuels management skills, in an ecologically and culturally sensitive manner. This includes receiving mentorship on chainsaw bucking and felling skills, as well as chainsaw care and maintenance; slash disposal methods including making burn piles, lop and scatter, wildlife habitat piles, and open-burn biochar piles; plant identification, botany, site assessment, awareness of sensitive species, and interpreting fuels management prescriptions; erosion control and

Exhibit F - Attachment D
Final Application

mitigation; jobsite safety and emergency medical protocols; and communication and leadership skills.

- Trainees gain leadership skills as prescribed and cultural fire practitioners with formal NWCG courses as well as informal workshops in planning, preparing, implementing, and monitoring prescribed fire and cultural burning projects. They earn FFTII qualifications and additional NWCG qualifications.
- Participate in leadership trainings.
- Participate in a soft skills professional development program.
- Receive support for job placement in land stewardship and fuels reduction careers and further education.

TERA has successfully completed this program with its first cohort of Tribal members graduating in October of 2023, and a second cohort will be hired in May of 2024.

a) Lake Prescribed & Cultural Fire Training Exchange

TERA has led a prescribed and cultural fire training in Lake County in 2022/2023 and 2023/2024. The trainings have been focused on training a statewide volunteer, on-call Tribal crew of fire practitioners. To date over 258 NWCG certificates have been offered through this program.

Exhibit F - Attachment D
Final Application
WORKFORCE ALLIANCE OF THE NORTH BAY
(WANB)

TRIBAL ECORESTORATION ALLIANCE
(TERA)

DRAFT PARTNERSHIP AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this 1st day of March, 2024, contingent on HUD-CDBG-DR funding award by and between the WORKFORCE ALLIANCE OF THE NORTH BAY, a joint powers agency, hereinafter "AGENCY," and the TRIBAL ECO RESTORATION ALLIANCE, hereinafter referred to as "PARTNER."

RECITALS

WHEREAS, AGENCY is a Joint Powers Agency, a public entity that can enter into agreements;

WHEREAS, AGENCY will submit an application for funding of a Community Development Block Grant - Disaster Recovery, Workforce Development Program. If AGENCY is successfully awarded, it will be referred to as AGENCY, APPLICANT, SUBRECIPIENT, or, GRANTEE;

WHEREAS, AGENCY desires to partner with a training organization to provide a community-based wildfire resilience training program, in Lake County;

WHEREAS, PARTNER currently operates a training program that can be expanded to train a greater number of trainees focused on Lake County low income residents;

WHEREAS, PARTNER warrants that it is qualified and competent to render the aforesaid training services and is willing to provide such services to AGENCY under the terms and conditions set forth herein.

WHEREAS, Both AGENCY and PARTNER fully understand that this agreement is not a contract.

WHEREAS, Both AGENCY and PARTNER will fully, and in good faith move toward the execution of this agreement should grant funding be awarded by the Housing and Community Development Department CDBG-DR; and that each agency will go through its legal and board process to execute;

WHEREAS; The AGENCY will pass through funding from the CDBR-DR award to the PARTNER on a reimbursement basis to fund the expanded workforce development activities costs;

TERMS

NOW, THEREFORE, for and in consideration of the Agreement the AGENCY and PARTNER agree as follows:

1. Term of the Agreement.

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~~Final Application~~

The term of this Agreement shall commence on award from the State of California Department of Housing and Community Development, Community Development Block Grant – Disaster Recovery, for Workforce Development Program 2018 grant award, on the effective date of the award. And shall terminate upon completion of grant on May 31, 2026, unless terminated earlier in accordance with M-1 (Termination for Convenience), or M-3 (Termination for Cause) of Exhibit C attached hereto and by this reference made a part hereof “Fiscal year” shall mean the period commencing on July 1 and ending on June 30.

2. Scope of Services.

PARTNER agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

3. Compensation.

- a. In consideration of PARTNER's fulfillment of the promised work, AGENCY shall pay PARTNER for those services as set forth in Exhibit “A” and by this reference incorporated herein. Said promise shall remain in effect for the entire term of the Agreement. PARTNER will submit payment requests for reimbursement (Financial Reports) to the AGENCY no less frequently than quarterly and no more frequently than monthly. AGENCY will provide reimbursement compensation within 60 days of receiving the payment requests.

Exhibit F - Attachment D
Final Application

- b. Maximum Cost to AGENCY. Notwithstanding subparagraph (a), in no event will claims for reimbursement or consideration of cost to the AGENCY exceed the maximum sum of \$ 3,745,399.43, however, such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. Should the funding award as described in this Agreement be reduced or increased, PARTNER agrees that this maximum cost to AGENCY may be amended by written notice from AGENCY to reflect that reduction or increase, constituting a "unilateral amendment" to the agreement.

4. Method of Payment.

All payments for compensation and reimbursement for expenses shall be made upon presentation of itemized invoice by PARTNER to AGENCY for actual expenses on a monthly basis. The itemized invoice shall indicate, at a minimum, PARTNER's name, address, Taxpayer Identification Number, itemization of expenses as outlined in Exhibit B. The final invoice must be submitted within 30 days of completion of the state scope of services.

5. Notices.

All notices required or authorized by this Agreement shall be in writing and shall be delivered by email, in person or by deposit in the United States mail, by first class mail, postage prepaid. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be presumed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

AGENCY

Bruce Wilson, Executive Director
Workforce Alliance of the North Bay
1546 First Street
Napa, CA 94559
bwilson@workforcealliancenorthbay.org

PARTNER

Lindsey Dailey
Tribal Eco Restoration Alliance
1845 E. Highway 20
Upper Lake CA 95485
lindsay@tribalecorestoration.org

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

Exhibit F - Attachment D
Final Application

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

PARTNER:

By: _____
Lindsay Dailey, Executive Director
Tribal Eco Restoration Alliance

AGENCY:

By: _____
Bruce Wilson, Executive Director
Workforce Alliance of the North Bay

Exhibit F - Attachment D
Final Application
EXHIBIT A
PROGRAM DESCRIPTION
Lake Wildfire Resilience Workforce Program

1. Goal/Purpose

The Lake Wildfire Resilience Workforce Program (LWRWP) is a collaborative project between the Workforce Alliance of the North Bay (WANB), and the Tribal EcoRestoration Alliance (TERA). The Goals of this project are: 1) expand TERA's wildland fire and forestry fire training workforce development program, 2) acquire a training facility for those activities to occur, and 3) provide novel participant support services by WANB to those participating in TERA's programming.

2. Program Partner Roles & Responsibilities:

WANB will:

- 1) Act as lead agency and grant manager on CDBG HUD grant "Lake Wildfire Resilience Workforce Program."
- 2) Provide Support Services to TERA's workforce development training program participants
- 3) Facilitate funding for TERA to acquire a Public Facility for training purposes. WANB will not hold title to this land nor will they hold any liability for any activities associated with or taking place at the Public Facility.
- 4) Comply with all HCD CDBG-DR contractual provisions and adhere to all HUD-HCD regulations and timelines

Tribal EcoRestoration Alliance will:

- 1) Lead Workforce Development training program and work with WANB to recruit participants
- 2) Acquire a public facility for on-site training. Continue utilizing site for workforce development trainings for a minimum of 5 years. If uses changes, TERA will be responsible for reimbursement of cost of facility to WANB.
- 3) Provide timely reporting and invoicing to WANB to the Grant Manager to submit to the Grantor
- 4) Act as employer of record and manage all aspects of hiring and supervision in accordance with U.S. and California Labor Laws.
- 5) Comply with all HCD CDBG-DR contractual provisions and adhere to all HUD-HCD regulations and timelines.

3. Scope of Work

WANB will:

1. Coordinate the partners for the successful implementation of this grant program. This will include,

18-DR Workforce Development-23002

Approved Date: 10/24/2023

Prep Date: 08/29/2024

Exhibit F - Attachment D

- a. Subcontracting TERA Final Application
 - b. Providing HCD CDBG-DR reporting, invoicing, and any other necessary administrative templates
 - c. Acting as a liaison between the partners and the granting agency
2. Provide staff located at the training site for supportive service activities as detailed below:
- a. Conduct outreach and recruitment to attract interested and eligible community members and screen for suitability for program participation.
 - b. Provide suitable program participants.
 - c. Determine initial eligibility of applicants prior to initiating services.
 - i. Conduct an assessment or obtain the assessment from TERA and open an Individual Service Strategy.
 - d. Make available each of the following elements to community members through coordination of services, maintaining a case file record of any of the elements provided or referred:
 - i. Tutoring, study skills training and instruction, if necessary.
 - ii. Employment Opportunities
 - iii. Paid Work Experience
 - iv. Occupational Skills Training
 - v. Leadership Development Opportunities
 - vi. Support Services
 - vii. Adult Mentoring
 - viii. Follow-Up Services
 - ix. Comprehensive Guidance and Counseling
 - x. Financial Literacy Education
 - xi. Entrepreneurial Skills Training
 - xii. Services that provide Labor Market Information
 - xiii. Postsecondary Preparation and Transition Activities
 - xiv. Provide Job Placement
 - e. Track crew member outcomes following the project in designated case management system

Tribal EcoRestoration Alliance will:

- 1) Employ management and supervisory staff necessary to implement all trainings including:
 - a) Project Manager with responsibility for overall program implementation, grant management, property acquisition, and operation of training program.
 - b) Wildfire Resilience Instructor with responsibility for overseeing training as well as offering instruction
 - c) Outreach Coordinator to help with outreach and recruitment.
 - d) Crew Supervisors with responsibility for crew orientation, supervision, training, and tracking.
- 2) Assist with program participant recruitment and select 100 trainees in various programs. Fully employ two cohorts of crews of 15 OJT participants each. Provide an orientation to the LWRWP members which will cover work descriptions and procedures, work-specific safety training, when, how, and where to report for work, and team-building activities.
 - a) Provide crews with appropriate safety training on the use of tools and equipment.
 - b) Provide crews with necessary and appropriate uniforms and safety gear.
- 3) Provide work trucks for the crew transportation from the Upper Lake office and assume responsibility for crew transportation to and from identified work areas.

- 4) Conduct training for the crew supervisors and orientation for the corps members; ensure crew

Exhibit F - Attachment D

members understand each aspect of the application and why they conduct it.

- 5) Host visits from key stakeholders arranged for by the WANB coordinated with TERA.
- 6) Notify WANB/CareerPoint of any issues with participants.
- 7) Provide an end of program report including overview of the program, number of community members served, worksites, skills gained, outcomes, successes and challenges.

Calendar for 2024 - 2026

Note: These are approximate dates that are subject to change.

Date	Milestones
------	------------

4/1/2024	Milestone #1: Date projected to Start DR-Workforce activities (incurring costs)
----------	---

Programs that have Public Facility activities (rehab/improvements/acquisition) must commence the Environmental Record Review process within 30 days from effective date of the SA.

5/1/2024	Milestone #2: Date projected to begin the Public Facility Environmental Review
----------	--

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

9/1/2024	Milestone #3: Date projected to have Acquisition site Control
----------	---

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

8/01/2024	Milestone #6: Date projected to start the Training Program
-----------	--

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

3/1/2025	Milestone #7: Date projected to expended Fifty percent (50%) of the CDBG-DR awarded funds
----------	---

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

1/31/2026	Milestone #8: Date projected to Expend all CDBG-DR awarded funds
-----------	--

1/31/2026	Milestone #9 Date projected to Close-out
-----------	--

Exhibit First Attachment D
Final Application

2018 CDBG-DR Workforce Total Activity Budget Instructions									
This Total Activity Budget must be completed and uploaded as an attachment for submission of your 2018 DR-Workforce Program NOFA Application in Grants Network.									
General Information									
Many of the required calculations in the budget form are automatically performed by the spreadsheet program. All applicable cells must be completed by the applicant. DO NOT DELETE OR ALTER FORMULAS in the worksheet.									
Completing the Total Activity Budget Worksheet									
Budget and DOB Tracking:									
a. Fill in the organization's county/region and organization's name information at the top of the form. * De Minimis Rate criteria: 1) only allowed for non-federal entity that does not have a negotiated indirect cost rate or cost allocation plan in place. 2) De minimis rate may be used indefinitely once elected and must be used consistently for all federal awards until such time the entity chooses to negotiate for a rate. 3) Cost composition of the "modified total direct costs" must comply with 200.403 4) Must use the Modified Total Direct Cost (MTDC) as basis in accordance with 2 CFR 200.68 and 200.403. b. Complete the fields with a bracket [] and the funds. Fill out the line item budget with your projected activity costs by the source of funding that will be used to pay for each line item in each category. You may identify the line items by category, such as activity delivery, activity, and indirect costs, or by any other activity categories that apply to your activity. c. 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. d. If you have a potential duplication of benefits, the column will show a blue shaded field and a number indicating your budget overage. e. Make sure to include ALL of you potential sources, including FEMA, HCD, 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. NOTE: The colored columns have no significance. They are colored only to make it easier to track across funding source. See "SAMPLE" worksheet for an example.									

Exhibit First Attachment D
Final Application

* De Minimis Rate criteria: 1) only allowed for non-federal entity that does not have a negotiated indirect cost rate or cost allocation plan in place. 2) De minimis rate may be used indefinitely once elected and must be used consistently for all federal awards until such time the entity chooses to negotiate for a rate. 3) Cost composition of the "modified total direct costs" must comply with 200.403 4) Must use the Modified Total Direct Cost (MTDC) as basis in accordance with 2 CFR 200.68 and 200.403.

If you are unsure if a source should be included, please contact DRWorkforce@hcd.ca.gov

Exhibit F Attachment D

Final Application														
	\$	2,500.00	\$	50.00	50.00	\$	2,500.00	\$	-	\$	-	\$	-	
	\$	7,500.00	\$	150.00	50.00	\$	7,500.00	\$	-	\$	-	\$	-	
	\$	1,500.00	\$	30.00	50.00	\$	1,500.00	\$	-	\$	-	\$	-	
	\$	5,000.00	\$	100.00	50.00	\$	5,000.00	\$	-	\$	-	\$	-	
gloves	\$	5,000.00	\$	50.00	100.00	\$	5,000.00	\$	-	\$	-	\$	-	
	\$	21,250.00	\$	425.00	50.00	\$	21,250.00	\$	-	\$	-	\$	-	
	\$	5,000.00	\$	100.00	50.00	\$	5,000.00	\$	-	\$	-	\$	-	
	\$	1,250.00	\$	25.00	50.00	\$	1,250.00	\$	-	\$	-	\$	-	
ical (\$70/day)	\$	26,250.00		70.00	375.00		-	\$	-	\$	-	\$	-	
								\$	-	\$	-	\$	-	
/participant)	\$	25,000.00	\$	500.00	50.00		-	\$	-	\$	-	\$	-	
	\$	1,439,204.66	\$	189,591.26	43,992.00	\$	1,176,311.86	\$	-	\$	-	\$	-	
Public Facilities Direct Costs (Property Acquisition)														
ON														
ON FEES	\$	2,200,000.00	\$	2,200,000.00	1.00		\$	2,200,000.00	\$	-	\$	-	\$	-
	\$	3,000.00	\$	3,000.00	1.00		\$	3,000.00	\$	-	\$	-	\$	-
	\$	2,200.00	\$	2,200.00	1.00		\$	2,200.00	\$	-	\$	-	\$	-
	\$	800.00	\$	800.00	1.00		\$	800.00	\$	-	\$	-	\$	-
	\$	1,200.00	\$	1,200.00	1.00		\$	1,200.00	\$	-	\$	-	\$	-
	\$	1,200.00	\$	1,200.00	1.00		\$	1,200.00	\$	-	\$	-	\$	-
				Hours			\$	-	\$	-	\$	-	\$	-
	\$	89,996.40	\$	38.46	2,340.00		\$	89,996.40	\$	-	\$	-	\$	-
	\$	18,751.20	\$	24.04	780.00		\$	18,751.20	\$	-	\$	-	\$	-
	\$	28,872.48	\$	52.88	546.00		\$	28,872.48	\$	-	\$	-	\$	-
				Hours			\$	-	\$	-	\$	-	\$	-
	\$	31,496.40	\$	13.46	2,340.00		\$	31,496.40	\$	-	\$	-	\$	-
	\$	6,559.80	\$	8.41	780.00		\$	6,559.80	\$	-	\$	-	\$	-
	\$	14,725.62	\$	26.97	546.00		\$	14,725.62	\$	-	\$	-	\$	-
INS							\$	-	\$	-	\$	-	\$	-
inical Support	\$	88,000.00	\$	200.00	440.00		\$	88,000.00	\$	-	\$	-	\$	-
t (NEPA)	\$	40,400.00	\$	200.00	202.00		\$	40,400.00	\$	-	\$	-	\$	-
	\$	500.00	\$	500.00	1.00		\$	500.00	\$	-	\$	-	\$	-
	\$	800.00	\$	800.00	1.00		\$	800.00	\$	-	\$	-	\$	-
	\$	1,000.00	\$	500.00	2.00		\$	1,000.00	\$	-	\$	-	\$	-
	\$	3,000.00	\$	500.00	6.00		\$	3,000.00	\$	-	\$	-	\$	-
ipment	\$	2,500.00	\$	2,500.00	1.00		\$	2,500.00	\$	-	\$	-	\$	-
	\$	4,500.00	\$	4,500.00	1.00		\$	4,500.00	\$	-	\$	-	\$	-
rt room	\$	1,500.00	\$	10.00	150.00		\$	1,500.00	\$	-	\$	-	\$	-
	\$	4,500.00	\$	4,500.00	1.00		\$	4,500.00	\$	-	\$	-	\$	-
	\$	4,000.00	\$	400.00	10.00		\$	4,000.00	\$	-	\$	-	\$	-
	\$	750.00	\$	75.00	10.00		\$	750.00	\$	-	\$	-	\$	-
	\$	1,000.00	\$	20.00	50.00		\$	1,000.00	\$	-	\$	-	\$	-
	\$	600.00	\$	300.00	2.00		\$	600.00	\$	-	\$	-	\$	-
	\$	2,400.00	\$	1,200.00	2.00		\$	2,400.00	\$	-	\$	-	\$	-
tenance	\$	500.00	\$	100.00	5.00		\$	500.00	\$	-	\$	-	\$	-
	\$	1,000.00	\$	1,000.00	1.00		\$	1,000.00	\$	-	\$	-	\$	-
	\$	500.00	\$	10.00	50.00		\$	500.00	\$	-	\$	-	\$	-
	\$	500.00	\$	500.00	1.00		\$	500.00	\$	-	\$	-	\$	-
	\$	750.00	\$	750.00	1.00		\$	750.00	\$	-	\$	-	\$	-
	\$	3,750.00	\$	250.00	15.00		\$	3,750.00	\$	-	\$	-	\$	-
	\$	20,000.00	\$	20,000.00	1.00		\$	20,000.00	\$	-	\$	-	\$	-
	\$	12,000.00	\$	12,000.00	1.00		\$	12,000.00	\$	-	\$	-	\$	-
	\$	5,000.00	\$	5,000.00	1.00		\$	5,000.00	\$	-	\$	-	\$	-
	\$	5,000.00	\$	5,000.00	1.00		\$	5,000.00	\$	-	\$	-	\$	-
	\$	5,000.00	\$	5,000.00	1.00		\$	5,000.00	\$	-	\$	-	\$	-
	\$						\$	-	\$	-	\$	-	\$	-
	\$						\$	-	\$	-	\$	-	\$	-
ENTS	\$						\$	-	\$	-	\$	-	\$	-
Price Development	\$	2,000.00	\$	1,000.00	2.00		\$	2,000.00	\$	-	\$	-	\$	-
ty & facility	\$	4,500.00	\$	4,500.00	1.00		\$	4,500.00	\$	-	\$	-	\$	-
re: 10/24/2023	\$	2,500.00	\$	250.00	10.00		\$	2,500.00	\$	-	\$	-	\$	-

Exhibit E Sub Attachment D

[illegible]

item budget with your projected activity costs. You may identify the line items by category, such as activity direct hard costs for public service and public facility activities, activity delivery soft costs, and indirect costs, or by any other categories that apply to the item budget with your projected activity costs. You may identify the line items by category, such as activity direct hard costs for public service and public facility activities, activity delivery soft costs, and indirect costs, or by any other categories that apply to the item budget with your projected activity costs.

Exhibit F - Attachment D

[illegible]

Exhibit F - Attachment D
Final Application

Organization Name: Workforce Alliance of the North Bay

Program Name: Lake Wildfire Resilience Workforce Program

DUPLICATION OF BENEFITS AFFIDAVIT

INSTRUCTIONS

The affidavit is divided into three (3) components:

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

Read each component in full and provide the accurate information.

Part 1. Funding Sources

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

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

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

Exhibit F - Attachment D
Final Application

☐ Federal Economic Development Agency			
☐ CARES Act / American Rescue Plan Act			
☐ State and Local Level Housing Department			
☐ State and Local Emergency Management Agency			
☐ State and Local Department of Transportation			
☐ Insurance			
☐ Philanthropic Funds			
☐ Utility Settlement			
☐ Budgeted Local Funds			
☐ Other: _____			
☐ Other: _____			

Part 2. Attachments

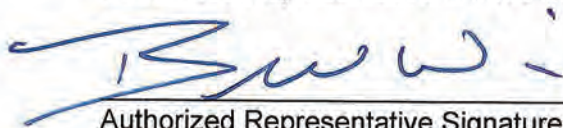
Attached to this affidavit are copies of any and all acceptable document for each of the above referenced sources of funds identified as a result of the August 2018 and November 2018 fires, identified as presidentially declared disasters, DR-4382 and DR-4407.

Part 3. Signature(s)

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

Bruce Wilson

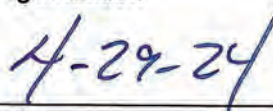
Authorized Representative Printed Name



Authorized Representative Signature

Workforce Alliance of the North Bay

Organization



Date

Exhibit F - Attachment D
Final Application

WARNING: The information provided on this form is subject to verification by the State of California and the U.S. Department of Housing and Urban Development (HUD) at any time. Title 18, Section 1001 of the U.S. Code states that knowingly and willingly making a false or fraudulent statement to a department of the United States Government can result in termination of assistance and civil and criminal penalties.

Exhibit F - Attachment D
Final Application

Organization Name: Tribal EcoRestoration Alliance Program Name: _____

DUPLICATION OF BENEFITS AFFIDAVIT

INSTRUCTIONS

The affidavit is divided into three (3) components:

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

Read each component in full and provide the accurate information.

Part 1. Funding Sources

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

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

Source INSTRUCTION NOTE: Please add further sources as necessary if they are not listed below (REMOVE THIS UPON COMPLETION)	Purpose of Assistance <i>Ex: Economic Development public services, Rehabilitation & improvements of public facilities</i>	Current Status of Funds <i>Ex: Obligated from FEMA, Pending Approval, etc.</i>	Amount Received (\$)
☐ U.S. Department of Housing and Urban Development		N/A	\$0
☐ FEMA National Flood Insurance		N/A	\$0
☐ FEMA Individual Assistance or Public Assistance		N/A	\$0
☐ FEMA Hazard Mitigation Grant Program (HMGP)		N/A	\$0
☐ Small Business Administration		N/A	\$0
☐ U.S. Army Corps of Engineers		N/A	\$0
☐ U.S. Department of Transportation		N/A	\$0

Exhibit F - Attachment D
Final Application

☐ Federal Economic Development Agency		N/A	\$0
☐ CARES Act / American Rescue Plan Act		N/A	\$0
☐ State and Local Level Housing Department		N/A	\$0
☐ State and Local Emergency Management Agency		N/A	\$0
☐ State and Local Department of Transportation		N/A	\$0
☐ Insurance		N/A	\$0
☐ Philanthropic Funds		N/A	\$0
☐ Utility Settlement		N/A	\$0
☐ Budgeted Local Funds		N/A	\$0
☐ Other: _____		N/A	\$0
☐ Other: _____		N/A	\$0

Part 2. Attachments

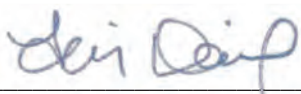
Attached to this affidavit are copies of any and all acceptable document for each of the above referenced sources of funds identified as a result of the August 2018 and November 2018 fires, identified as presidentially declared disasters, DR-4382 and DR-4407.

Part 3. Signature(s)

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

Lindsay Dailey

Authorized Representative Printed Name



Authorized Representative Signature

Tribal EcoRestoration Alliance

Organization

04/30/2024

Date

Exhibit F - Attachment D
Final Application

WARNING: The information provided on this form is subject to verification by the State of California and the U.S. Department of Housing and Urban Development (HUD) at any time. Title 18, Section 1001 of the U.S. Code states that knowingly and willingly making a false or fraudulent statement to a department of the United States Government can result in termination of assistance and civil and criminal penalties.

State of California

Exhibit F - Attachment D

Financial Information System for California (FI\$Cal) Application

GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215

Sacramento, CA 95815

www.fiscal.ca.gov

1-855-347-2250

**FI\$Cal**

Financial Information System for California

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*

Workforce Alliance of the North Bay

Remit-To
Address (Street
or PO Box)*

PO Box 247

City*

Napa

State * CA

Zip Code*+4 94559

Government Type:

☐ City☐ County☒ Special District☐ Federal☐ Other (Specify)Federal
Employer
Identification
Number
(FEIN)*

82-2198757

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
NameComplete
AddressDept/Division/Unit
NameComplete
AddressDept/Division/Unit
NameComplete
AddressDept/Division/Unit
NameComplete
Address

Contact Person*

Bruce Wilson

Title Executive Director

Phone number*

707-699-1951

E-mail address

tswain@workforcealliancenorthbay.org

Signature*

Date

2-15-24

Exhibit F - Attachment D
Final Application



Resolution of the Governing Body

RESOLUTION NO. 02-2024-1

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2023-2024 FUNDING YEAR OF THE STATE CDBG-DR RECOVERY WORKFORCE PROGRAM

BE IT RESOLVED by the Regional Workforce Development Board of the Workforce Alliance of the North Bay as follows:

SECTION 1:

The Workforce Alliance of the North Bay Regional Workforce Development Board 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 **\$4,706,722** for the following CDBG-DR activities, pursuant to the March 2023 CDBG-DR NOFA:

List activities and amounts (*activity totals should include Activity Delivery dollars and General Administration associated with the activity*)

Activity (i.e. Public Services, Housing Rehabilitation)	
Public Service Direct Costs	\$1,478,932
Public Facilities Direct Costs	\$2,694,722
Activity Delivery Costs	\$374,082
Cost Allocation Plan (Indirect)	\$158,985
TOTAL	\$4,706,721

SECTION 2:

The Workforce Alliance of the North Bay acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 3:

The Workforce Alliance of the North Bay hereby authorizes and directs the Chair of the Board, or designee, to execute and deliver all applications and act on the Workforce Alliance of the North Bay behalf in all matters pertaining to all such applications.

Exhibit F - Attachment D
Final Application

SECTION 4:

If an application is approved, the Chair of the Board, 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 5:

If an application is approved, the Chair of the Board, 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 Regional Workforce Development Board Executive Committee of the Workforce Alliance of the North Bay held on Wednesday, February 14th by the following vote:

AYES: 4
ABSENT: 0

NOES: 0
ABSTAIN: 0



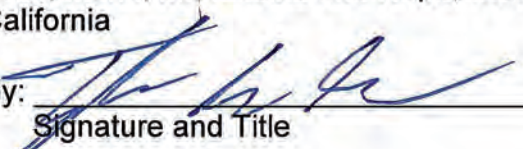
Bruce Wilson, Executive Director
Designee of Chair of the Board
Workforce Alliance of the North Bay

STATE OF CALIFORNIA

Counties of Lake, Marin, Mendocino and Napa

I, Taylor Swain, Clerk of the Board for Workforce Alliance of the North Bay, State of California, do hereby attest and certify the foregoing Resolution to be a full, true and correct copy of a resolution duly passed and adopted on the date stated thereon and that said Resolution has not been amended, modified, repealed, or rescinded since the date of adoption and is in full force and effect as of this 14th day of February, 2024.

Taylor Swain, Clerk of the Board
Workforce Alliance of the North Bay, Counties of
Lake, Marin, Mendocino and Napa, State of
California

By: 

Signature and Title

Exhibit F - Attachment D
Final Application

RESOLUTION NO. 2016-02
A RESOLUTION OF THE WORKFORCE ALLIANCE OF THE NORTH BAY
GOVERNING BOARD DESIGNATING SIGNATORY AUTHORITY

WHEREAS, the Workforce Alliance of the North Bay Governing Board recognizes that the Workforce Alliance shall be liable to the State of California Employment Development Department for all funds expended with WIOA local Subgrants, the WIOA law and the implementing regulations; and

WHEREAS, the Workforce Alliance of the North Bay Governing Board designates the Executive Director and Regional Workforce Development Board to oversee and administer WIOA funds.

NOW, THEREFORE, BE IT RESOLVED that the Workforce Alliance of the North Bay Governing Board authorizes, through the designation set forth above, the Executive Director of the Workforce Alliance of the North Bay to execute and sign all WIOA plans, modifications, adjustments, grants, grant applications, subgrant agreements or other documents with or required by the State of California Employment Development Department, the United States Department of Labor, or any other state or federal agency.

BE IT FURTHER RESOLVED that this signature authority is effective until specifically revoked.

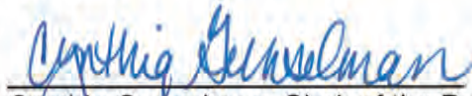
PASSED AND ADOPTED at a regular meeting of the Workforce Alliance of the North Bay Governing Board in the County of Marin held on this 10th day of November, 2016, by the following vote:

AYES: ALL

NOES: NONE

ABSENT: Anthony Farrington

ATTEST:


Cynthia Gunselman, Clerk of the Board


Damon Connolly, President
Workforce Alliance of the North Bay

[Workforce Alliance of the North Bay](#)

Bruce Wilson, Executive Director

1546 First Street

Napa, CA 94559

Phone: 1-707-247-829

All cities within the boundaries of [Marin](#), [Mendocino](#), [Napa](#), and

[NOVA](#)

Marlena Sessions, Director

456 West Olive Avenue

Suite 550

Sunnyvale, CA 94086

Phone: 1-408-730-7237

Fax: 1-408-730-7643

All cities within the boundaries of the counties of [San Mateo](#) and [Santa Clara](#), and all unincorporated areas of the counties, including the cities of [Cupertino](#), [Mountain View](#), [Palo Alto](#), and [Sunnyvale](#).

[City of Oakland](#)

Sofia Navarro, Executive Director

Oakland Workforce Development Board

Community and Economic Development Agency

250 Frank H. Ogawa Plaza, Suite 3315

Oakland, CA 94612

Phone: 1-510-238-3474

City of Oakland within the [County of Alameda](#).

[Orange County Workforce Development Board](#)

Nancy Cook, Director

Orange County Workforce Development Board

1300 South Grand Avenue

Building B, 3rd Floor

Santa Ana, CA 92705

Phone: 1-714-480-6420

Fax: 1-714-834-7132

All cities within the boundaries of the [County of Orange](#), excluding the cities of [Anaheim](#), [Brea](#), [Fullerton](#), [Garden Grove](#), [Irvine](#), [Orange](#), [Santa Ana](#), and all unincorporated areas of the county.

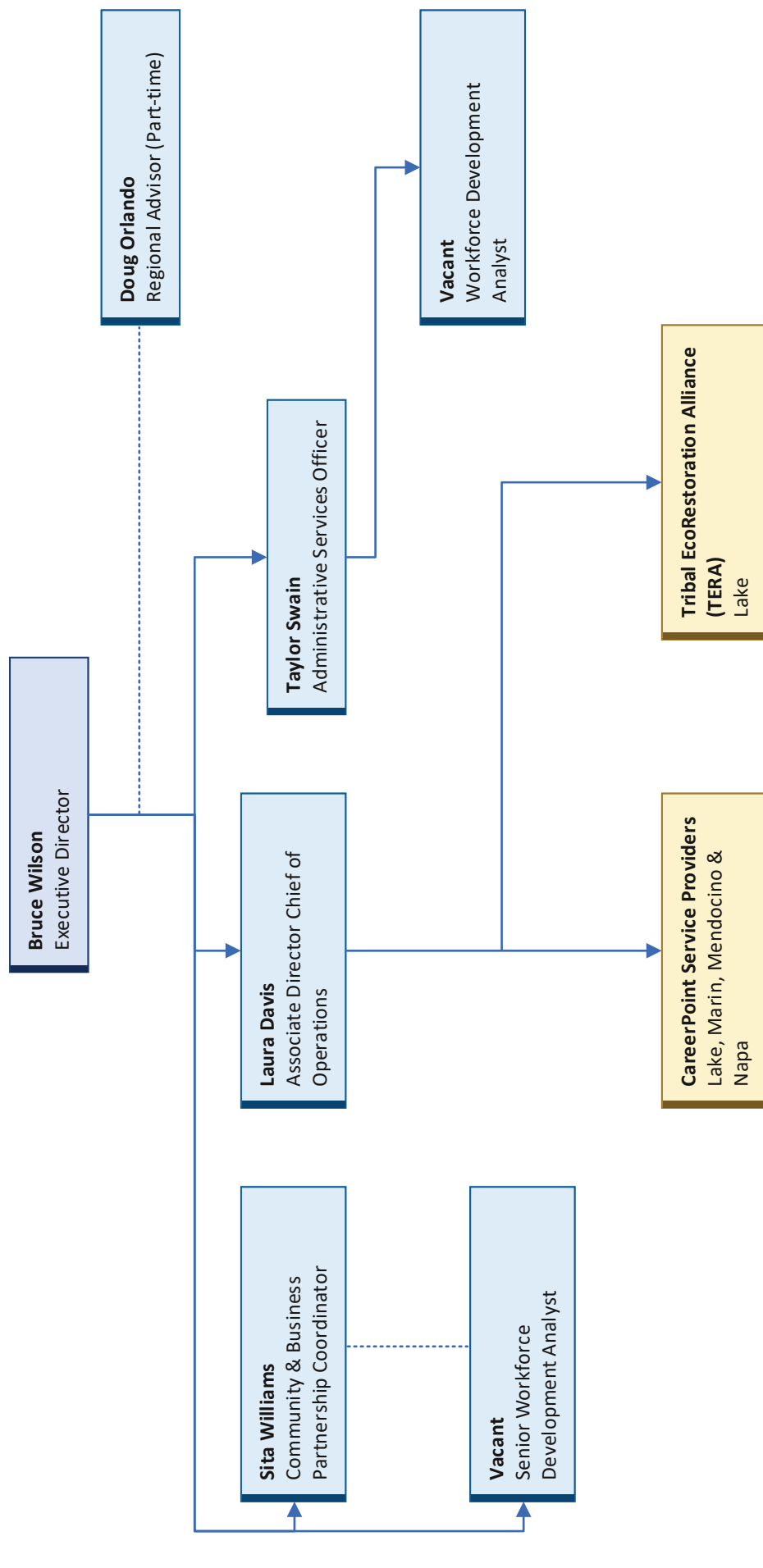
[City of Long Beach, Pacific Gateway Workforce Innovation Network](#)

Cities of [Lomita](#), [Long Beach](#), [Signal Hill](#), and [Torrance](#) within the



ORGANIZATIONAL CHART

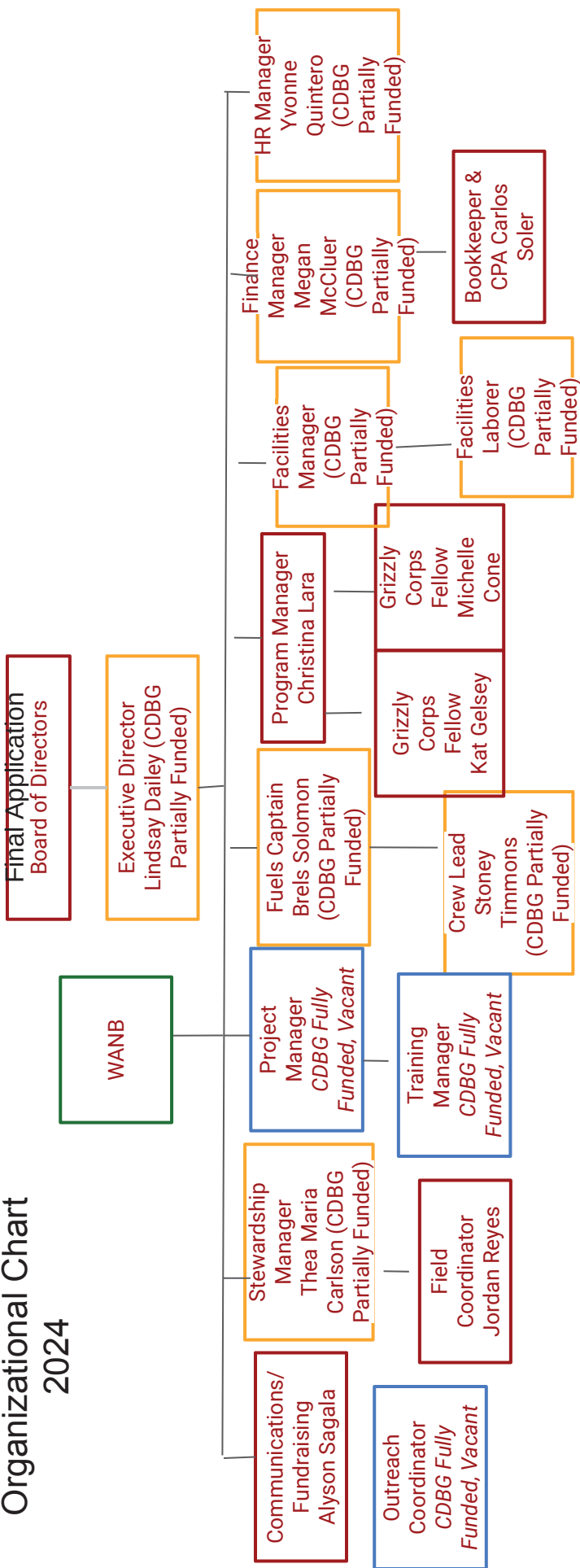
UPDATED 2.9.24



STAFF

TERA Staff
Organizational Chart
2024

Exhibit F - Attachment D



18-DRWD-23002
Approved Date: 10/24/2023
Prep Date: 08/29/2024

Exhibit F - Attachment D

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

GAVIN NEWSOM, Governor



2023 CDBG-DR Application Certifications and Statement of Assurances

The Applicant hereby certifies the following:

1. Legal Authority:

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

2. Application Authorization:

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

3. Citizen Participation:

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

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

Exhibit F - Attachment D
Final Application

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

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

4. National Objective:

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

5. NEPA Environmental Review:

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

6. Audit/Performance Findings:

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

7. Growth Control:

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

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

Department of Housing and Community
Development
Revised 08/24/2023.

2023 CDBG-DR NOFA
Authorized Signatory Initials

A handwritten signature in black ink, appearing to be "BW", is written over a horizontal line.

Exhibit F - Attachment D
Final Application



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

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

8. Uniform Administrative Requirements:

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

9. Nondiscrimination:

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

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

Department of Housing and Community
Development
Revised 08/24/2023.

2023 CDBG-DR NOFA
Authorized Signatory Initials

A handwritten signature, appearing to be "BW", is written over a horizontal line.

Exhibit F - Attachment D
Final Application

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

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

11. Labor Standards:

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

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

12. Architectural Barriers:

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

13. Conflict of Interest:

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

14. Limitations on Political Activities:

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

15. Lead Based Paint:

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

Department of Housing and Community
Development
Revised 08/24/2023.

2023 CDBG-DR NOFA
Authorized Signatory Initials

Exhibit F - Attachment D
Final Application**16. Debarred Contractors:**

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

17. Inspection of Grant Activities:

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

18. Cost Recovery:

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

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

19. Procurement:

It will follow the federal procurement policies per 24 CFR §200.317 et seq.

20. Excessive Force:

It will adopt and enforce policies:

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

Department of Housing and Community
Development
Revised 08/24/2023.

2023 CDBG-DR NOFA
Authorized Signatory Initials

A handwritten signature in black ink, appearing to be "FV", written over a horizontal line.

Exhibit F - Attachment D
Final Application



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

21. Anti-Lobbying:

- A. It certifies and agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement per 24 CFR 87.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

22. Compliance with Laws:

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

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

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

Department of Housing and Community
Development
Revised 08/24/2023.

2023 CDBG-DR NOFA
Authorized Signatory Initials

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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.

Bruce Wilson

Printed Name of Authorized Representative (*per the Resolution*)

Signature

Executive Director

Title

2-15-24

Date

Department of Housing and Community
Development
Revised 08/24/2023.

2023 CDBG-DR NOFA
Authorized Signatory Initials

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TERA and WANB LWRWP

Public Facility Acquisition Maps

1. Whole Parcel
2. Public Facilities zoomed in

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- Proposed Facility Acquisition
- Major HWYs
- Lake County
- Driveway
- Robinson Creek

0 125 250 500
Feet



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Parcels

Existing or Proposed Space

Existing Spaces

Proposed Spaces

Driveway

0 40 80 160 Feet



ROBINSON
CREEK

5. Wholesale
Native Plant
Nursery

1. House - used as
office space

25 ft
diameter
Yurt

2. 3 Residential Garages -
used as storage

3. Barn - used as
occasional training
space

TERA proposes the surrounding
oak woodland and annual grassland
within the parcels as designated
restoration projects

4. Shop - used as
storage area for
tools and vehicles

Mowed Parking Area



**Tribal
EcoRestoration
Alliance**

18-DRWD-23002 Workforce Development 23002

Approved Date: 10/24/2023

Exp Date: 03/25/2024

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TERA and WANB LWRWP

Letters of Support

1. Lake County Resource Conservation District
2. US Forest Service

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Final Application



Harry Lyons
Board President
Lake County Resource Conservation District
889 Lakeport Blvd, Lakeport, CA
lyons.harry@att.net

February 12, 2024

Re: Lake Wildfire Resilience Workforce Program (LWRWP)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
DIVISION OF FEDERAL FINANCIAL ASSISTANCE
2020 W. El Camino Avenue, Suite 200
Sacramento, CA 95833
(916) 263-2771
www.hcd.ca.gov

To Whom It May Concern,

The Lake County Resource Conservation District (LCRCD), a Special District of California, enthusiastically supports the Workforce Alliance of the North Bay and the Tribal EcoRestoration Alliance's (TERA) joint proposal to the HCD's Community Development Block Grant - Disaster Recovery entitled "Lake Wildfire Resilience Workforce Program (LWRWP)".

The LCRDC works to promote and facilitate the conservation and sustainable use of natural resources within Lake County. The RCD has strong and deep relationships with Lake County governmental bodies, such as the County of Lake and the Risk Reduction Authority (RRA), a Joint Power Agreement with local governmental representation from across the County, including the Board of Supervisors, individual cities, fire protection districts, and Tribes.

The Tribal EcoRestoration Alliance (TERA) and the LCRCD collaborate to bring wildfire safety and resilience to our local community by building Tribal capacity to lead natural resource management efforts in our county. We work with TERA to help bridge relationships between private landowners, government officials, and Tribal leaders. We have used the TERA's On-the-Job participants and InterTribal hand crews and are eager to support their new cohorts of trainees.

TERA's training programs are essential to our efforts because we are witnessing a shortage of trained workers and there are so few job training programs in our area. While there is an abundance of funding increasingly available for wildfire resilience work, it is challenging to find skilled professionals to do the necessary work. TERA's efforts to increase and enhance natural resource careers in our area are vital to the safety of the local community. We need knowledgeable, skilled workers to implement the required work to create landscape-scale wildfire resilience.

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If you have any questions please don't hesitate to contact me.

Sincerely,

Harry Lyons

Harry Lyons
Board President
Lake County Resource Conservation District
707.540.2015

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United States
Department of
Agriculture

Forest
Service

Mendocino National Forest
Upper Lake Ranger District

10025 Elk Mountain Road
Upper Lake, CA 95485
707-275-2361
TDD: 711-Relay Service

File Code:7740

Date: February 13, 2024

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
DIVISION OF FEDERAL FINANCIAL ASSISTANCE
2020 W. El Camino Avenue, Suite 200
Sacramento, CA 95833
(916) 263-2771
www.hcd.ca.gov

Re: Lake Wildfire Resilience Workforce Program (LWRWP)

To Whom It May Concern,

My name is Frank Aebly and I'm the District Ranger for the Upper Lake and Covelo Districts of the Mendocino National Forest. The mission of the Forest Service is to sustain the health, diversity, and productivity of the nation's forests and grasslands to meet the needs of present and future generations. As part of this mission, we protect and manage the Mendocino National Forest to maintain and restore healthy watersheds and diverse fire-adapted plant and animal communities. In addition to managing wildfires, we also manage the land with prescribed fire and other tools in order to protect values at risk and reduce the chance of unwanted consequences in the event of a wildfire, including protecting nearby communities within the Wildland Urban Interface (WUI).

I've been deeply involved with the Tribal EcoRestoration Alliance (TERA) since its inception in 2019. I've helped develop training programs and provided personnel in support of TERA training. We have also entered into agreement with the TERA crew to perform fuels reduction work in the Mendocino National Forest on behalf of community safety and wildfire resilience. TERA has provided a vital link to training the Tribal community and I am excited to see their plans to expand these offerings to the community through this grant.

The Mendocino National Forest is working to plan for, prevent, and safely respond to wildland fire. This is a coordinated effort that requires collaborations between other federal agencies and local, state, and tribal governments. Each year, we try with variable success to hire approximately 40 seasonal firefighters to carry out our resource management work and respond to wildfires to build their experience hopefully bring them on board permanently. However, recruitment in our rural area can be very difficult and locals often do not have access to training opportunities. We need hirees to come onboard with certain essential skill sets to effectively fill most roles.

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TERA is in need of a homebase and training facility to expand their programs. We're confident that TERA's training programs, especially expanded to Lake County youth and low to moderate income residents, and with increased stability through a training facility, could help contribute to addressing our employment needs. We're committed to working with TERA to hire from their training program as much as possible (and indeed we have hired some of them through our seasonal On Call (OC) program) in order to offer long term, stable careers for Lake County residents. Our priority is to keep our community safe from wildfire and disasters.

If you have any questions, please don't hesitate to contact me at frank.aebly@usda.gov, or 707-275-1401. I fully support TERA's application, vision, and program and I hope you will do the same. Thank you.

Sincerely,

Frank Aebly

Digitally signed by Frank Aebly
Date: 2024.02.13 12:14:37 -08'00'

Frank Aebly, Ph.D.

District Ranger

Upper Lake and Covelo Ranger Districts

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Itemized List of Funds

WANB - Master Budget Table

TOTAL Proposal Cost: Total \$4,969,614.20 Funds Request: \$4,706,721.40

Public Service Direct Costs: Total \$1,621,204.66 Funds Request: \$1,358,311.86

CONTRACTED POSITIONS: Total \$182,000 Funds Request: \$182,000

Talent Development Specialist - This full-time position, to be hired if the grant is awarded, will handle the case management of participants. The individual hired will have prior experience in case management along with a track record of successful participant outcomes.

SUBRECIPIENTS: Total \$1,439,204.66 Funds Request: \$1,176,311.86

TERA Public Service Direct Costs - See TERA section below

Public Facilities Direct Costs: Total \$2,694,721.90 Funds Request: \$2,694,721.90

SUBRECIPIENTS: Total \$2,694,721.90 Funds Request: \$2,694,721.90

TERA Property Acquisition - See TERA section below

Activity Delivery Costs: Total \$374,082.23 Funds Request: \$374,082.23

SALARIES & WAGES: Total \$297,230.33 Funds Request: \$297,230.33

Executive Director - 5% of WANB Executive Director's, Bruce Wilson, time over 1.75 years. He will have full administrative and oversight responsibility for the success of this grant and ultimately for the proposed; this will include administrative oversight for meeting specific project timelines, completing quality products, negotiating contracts, overseeing evaluations, interfacing with the key partners, and serving as the liaison with the Housing and Community Development Department. All other WANB staff report to this position.

Associate Director of Operations - 10% of WANB Associate Director of Operations', Laura Davis, time over 1.75 years overseeing the grant. This position is responsible for all aspects of the program from daily oversight, staff training, program performance and reporting, and ensuring program compliance.

Administrative Services Officer - 15% of WANB Administrative Services Officer, Taylor Swain, time over 1.75 years overseeing the grant. This position is responsible for all financial management, compliance, invoicing, cash draw, monitoring and reporting.

Sr. Workforce Development Analyst (Part-time) - 15% of WANB's Sr. Workforce Development Analyst's, Doug Orlando, time over 1.75 years. This position will provide advice and assistance with compliance with federal and state regulations.

Grant Manager (Full-time) - This position will assume day to day oversight, coordination and management responsibility for the grant project along with training partner coordination and oversight.

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This will include responsibility for overseeing the evaluation of program process and outcomes, interfacing with the key partners, and providing liaison with the funders and key stakeholders, designing, adjusting and overseeing project timelines and objectives, developing necessary request for proposals and contracts, and outreach, marketing and communication on behalf of the grant.

BENEFITS & TAXES: Total \$76,851.90 Funds Request: \$76,851.90

Executive Director - Benefit/taxes for the above position.

Associate Director of Operations - Benefit/taxes for the above position.

Administrative Services Officer - Benefit/taxes for the above position.

Sr. Workforce Development Analyst (Part-time) - Benefit/taxes for the above position.

Grant Manager (Full-time) - Benefit/taxes for the above position.

INDIRECT COSTS: \$279,605.41 Funds Request \$279,605.41

TERA De Minimis Indirect Rate - \$120,620.47 - TERA has neither a negotiated indirect cost rate nor a cost allocation plan and elects to use the default 10% De Minimis Indirect Rate.

Cost Allocation Plan - \$158,984.95 - The WANB Cost Allocation Plan assigns all costs to either a directly benefiting grant or to a cost pool. Cost pools are spread based on staff time study, or another reasonable methodology, to assign costs fairly among benefiting grants. This cost allocation plan assigns costs from, but not limited to, legal fees, fiscal fees, marketing/outreach, travel, board/staff development, equipment/technology, insurance, memberships/dues, audits, supplies, rents/leases. The Administrative Services Officer carefully reviews all costs before assigning to a grant or cost pool to be sure that it will spread only to grants that benefit from the cost activity.

TERA - Partner, Subrecipient

Activity Direct Costs - Total Cost: \$1,439,204.66 Funds Requested: \$1,176,311.86

Salaries and Wages: Total Cost \$570,824.48 Funds Request: \$473,544.48

> **Training Manager** @\$40.87/hour for 2,766 hours, based on a \$85,000 annual salary. 100% FTE for 1.33 years. The Training Manager will be a new hire and will oversee all aspects of the Workforce development training program. They will coordinate and manage all the different program offerings, guest instructors, trainees, and provide portions of the instruction.

> **6 Crew Mentors** @\$26/hour for 2,187 hours total, approximately 365 hours per Crew Mentor over the course of the grant. These 6 crew mentors are current TERA crew members and will be active throughout the trainings to assist trainees and provide director mentorship during trainings and OJT.

> **Project Manager** @40.87/hour for 3640 hours, based on a \$85,000 annual salary at 100% FTE for the course of the grant - 1.75 years. This will be a new hire and will work closely with Executive Director to oversee the entirety of TERA's scope of work for this grant, including timeline, deliverables, and oversight of both the Workforce development program, public facility acquisition, and the primary liaison with WANB. They will also be responsible for working with the TERA Finance Manager to track expenses, and support WANB staff with reporting.

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>**Outreach Coordinator** @\$31.25/hour for 1820 hours, based on a \$65,000 annual salary at 50% FTE for the course of the grant - 1.75 years. This will be a new hire that will dedicate their time to community outreach and recruitment efforts, including coordinating and presenting at the outreach and registration events.

> **Human Resources Manager** @\$33.65/hour for 910 hours over the span of the project, based on an annual salary of \$70,000. This is an existing TERA staff position. In the direct activity cost role, the HR Manager will onboard all the trainees, assist with documentation, and provide soft skills training.

>**Finance Manager** @\$38.46/hour for 910 hours, based at 25% FTE for the course of the grant - 1.75 years. This is an existing TERA staff position that will oversee all financial accounting such as transactions, invoicing, and project budget management.

> **Executive Director** @\$52.88/hour for 364 hours, based on an annual salary of \$110,000. In the direct activity cost role, the Executive Director will support every offered training program development and implementation by developing appropriate criteria and providing instruction. The ED will also work closely with the Project Manager and the Contracted Property Acquisition Technical Support team to secure the Public Facility Acquisition and set it up for training once purchased.

> **Stewardship Manager** @\$36.06/hour for 364 based on a \$75,000 annual salary at 10% FTE for the duration of the grant - 1.75 years. This is an existing TERA staff position that will support the training program and provide mentorship to the trainees.

> **On-the-Job-Training (OJT) Participants** @\$19/hour for 2 cohorts of 10 participants with over 32, 8 hour days for a total of 5120 hours for 20 people. TERA holds State and Federal contracts to conduct fuel reduction and vegetation management around Lake County. Some trainees will graduate from the EcoCultural Fuels Reduction Training and will continue to develop their professional skills via TERA's OJT program. These participants will be provided wages through matching general operating funds.

Benefits and Taxes: Total \$282,007.18 Funds Request: \$232,394.38

The TERA staff receive benefits that include: paid time off (PTO) for holiday, vacation, sick leave, training, health insurance, 401K match, worker's comp, disability insurance, education assistance, and phone reimbursements. Benefits are 39% of staff salary and employer taxes are 12%, for a combined total of 51% of staff salary. The hourly rates shown below are in addition to the wages above.

> **Training Manager** @\$20.84/hour for 2,766 hours

>**6 Crew Mentors** @\$9.10/hour for 2,187, shared between 6 people

>**Project Manager** @\$20.84 for 3,280 hours

>**Outreach Coordinator** @\$15.94/hour for 1,820 hours

> **Human Resources Manager** @\$17.16/hour for 910 hours

> **Finance Manager** @\$19.62/hour for 910 hours

>**Executive Director** @\$26.97/hour for 364 hours

>**Stewardship Manager** @\$18.39/hour for 364 hours

>**On-the-Job-Training (OJT) Participants** @\$9.69/hour for 5120 hours, shared between 20 people.

These benefits and employer taxes are provided *through matching general operating funds.*

Contracted Instructors: Total \$45,000 Funds Request: \$45,000

TERA contracts subject matter experts to provide instruction on specific topics throughout the training programs. Guest Instructors are paid \$125/hour. TERA expects to contract a minimum of 3 Instructors to work with TERA for at least 15 days each (see calculations in course description writeup in Training Scope of Work).

Supplies: Total \$146,028 Funds Request: \$146,028

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TERA's workforce development programs largely consist of direct on-the-ground Wildland and Forestry Fire and Ecological Restoration training. This means that the participants learn to use a variety of tools and equipment. All items will be purchased in adherence to the WANB procurement and purchasing policy and Code of Federal Regulations.

TERA manages a large inventory of tools, PPE, and chainsaws for existing staff and program use; the tools and supplies listed below are required for the additional training program we are developing with this grant and to outfit the training facility with basic tools necessary to run a training center. All supplies are to be used exclusively on this grant for the duration of the grant period, and will be incorporated into TERA's tool cache upon completion of the grant, thereby building our capacity to continue offering these training programs into the future.

- >**Fire Hand Tools** 50 tools at approximately \$100/item. These include McLeods, shovels, etc. These tools are used to manage, manipulate, and put out fires.
- >**Radios** 20 radios at \$2,200/unit. HAM radios are a vital tool in fire management and are critical in rural and forested areas, like Lake County, to communicate between on the ground teams. This will also provide emergency contact to EMS in case of an emergency while working or training in remote areas.
- >**PPE** 20 chaps at \$150/unit. Chaps are personal protective gear that keeps people safe from wildfire and prescribed fire. They will be used for training and OJT crew members.
- > **Full Fire PPE:** 10 at \$2,000/each. These will be utilized by TERA trainers and staff, as well as trainees participating in Firefighting training courses.
- > **Chainsaw** 5 chainsaws at \$1,200/unit. TERA will provide S212 chainsaw operation courses and for OJT crew members.
- >**Chainsaw Fuel:** \$1,000 of chainsaw fuel to run the chainsaws listed above. Chainsaw fuel can cost \$25 per 3 liters, this funding will provide at least 120 liters of the fuel.
- > **Chainsaw parts:** 100 at \$25/unit. These will be utilized to repair and adjust chainsaws as necessary for and during chainsaw courses provided to the trainees.
- >**Food for trainings:** Lunch during trainings will be provided during training days that are in remote rural areas without the possibility of attaining food from other sources. This will allow for the continuation of programming without hindrance, as trainings happen out on the land and in a location where lunch is not easily accessible. Lunch will be provided to each student and instructor. Each lunch will be no more than \$20. [This link has the specific table breakdown of calculated costs.](#)
- > **Smokechaser:** 30 @ \$300. These are firefighting backpack pumps that will be used and taught.
- > **Presentation Equipment:** 1 at \$2,699. This will include a camera and speakers that will be utilized to conduct hybrid in-person/virtual trainings that are based at the TERA training facility. TERA has an existing simple video conferencing setup that will be used for staff teleconferencing.
- > **Television with Stand:** 1 at \$4,000. This will be used for classroom based training presentations and for hybrid training sessions. TERA has an existing simple video conferencing setup that will be used for staff teleconferencing.

TERA's Outreach Coordinator, Project Manager, HR Manager will need office equipment, electronics, and other supplies in order to implement the outreach and marketing plan, and provide direct services to the trainees.

- >**Office Printer:** 2 printers at \$500 each. This will be used to print onboarding documents, employee handbooks, and other HR materials, educational materials, training agendas, etc.
- >**Commercial Multifunction Printer:** 1 at \$4,999. This will be used to print, copy, and scan all commercial scale printing needs for curriculum needs. The NWCG coursework is a set curriculum that follows nationally accepted industry standards, and often requires large workbooks for coursework; for example the standard chainsaw class, S212, has a PDF book available online that is over 200 pages long, which is typical for NWCG courses. Lakeport, being a rural area, does not have a large print and

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copy center, and we have had trouble acquiring printed materials in a timely fashion. We will use programmed billing codes on the printer to ensure that we are only billing the printer for this grant's purposes.

>**Office Supplies:** 40 count of miscellaneous office supplies at an average of \$50/item. This will include but not limited to, printer ink, keyboards and mouses, paper stock, electric pencil sharpener, paper cutter, laminator, etc.

>**Laptops:** 3 laptops for new staff at \$850/unit. The laptops will be used by the incoming staff to carry out their managerial and coordinating duties solely for this project.

> **Desktop:** 1 at \$1,500. This will be used by administrative staff to carry out managerial and GIS mapping needs solely for this project.

>**Janitorial Supplies:** 30 items at \$50 each. This includes all necessary cleaning supplies to ensure health and hygiene of TERA staff and workforce development training participants (sanitizer, toilet paper, hand towels, soap, etc.).

>**Tabling Supplies:** \$2,500 for Tabling Kit. TERA will develop a tabling kit for the Outreach Coordinator to utilize when attending events to promote the programs and recruit trainees. The tabling supplies will include a banner, table cloth, table, posters, etc.

TERA's workforce development program works with fire, chainsaws, and other potentially dangerous materials and situations. Thus, for the highest level of responsibility to staff and training participants, TERA needs medical supplies and equipment in case of emergencies.

>**Trauma Bag:** 5 at \$250/each. These will be placed in each building (3) and vehicle (2) that TERA uses for training.

> **Medical Equipment:** 1 at \$1,000. This will be a comprehensive life-saving kit with over 250 medical supplies.

> **Tourniquet Belts:** 12 at \$160/each. This are in case of major blood loss stemming from a large wound.

>**Defibrillator/AED:** 1 at \$1,500. In case of heart-stopping emergencies, TERA will keep this on hand.

Travel: Total \$2,345 Fund Request: \$2,345

>**Mileage:** 3,500 miles at the GSA rate of 0.67 cent per mile. Lake County is a large and rural county that will require significant travel to attend all intended outreach events and high schools.

Equipment: Total \$175,000 Funds Request: \$175,000

TERA currently manages a fleet of vehicles equipped to support our existing staff. We have one work truck to transport crew members, one passenger truck for office staff to use for site visits and field work, one UTV, and a Type 6 small fire truck that are all used for training. Additional equipment will be needed to provide a full training experience to trainees, as outlined below.

>**Truck** 1 truck at \$35,000. The truck will be used to transport the TERA staff, trainees, and equipment to and from remote work locations, which often requires 4-wheel drive. The truck will be the primary vehicle for transporting grant staff to trainings and work sites, as existing vehicles are not sufficient to transport the added staff and trainees funded by this grant. Lease options are available for approximately \$1,800/month for 18 months + delivery and pickups fees, but a purchase will help build TERA's capacity to continue offering this program into the future.

> **Water Tender:** 1 at \$75,000. Water Tenders are used to haul and distribute water for firefighting. This Water Tender will be used to train participants on how to use this piece of equipment. Given that Water Tender rentals in Lake County are approximately \$6,200/4 weeks, which quickly equates to over \$75,000 over the course of the grant, which indicates that purchasing a Water Tender is the most cost efficient option and is a key piece of equipment required for firefighter training.

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> **Wood Chipper:** 1 at \$50,000. Wood chipping is a critical tool for managing hazardous vegetative material and is frequently used for landscape stewardship. This chipper will be taught and used during the experiential trainings and to manage the property intended to be purchased. Ability to use a wood chipper is a valuable workforce skill.

Participant Supportive Services

Trainee Participation Costs: Total \$116,000 Fund Request: \$0

> **Stipends:** \$100 stipends per participant per training day. Stipends are a critical mechanism to ensure that the trainee participants are able to attend the all-day trainings. Many participants need to take time off of work or otherwise economically rationalize the time expenditure. [This link has the specific cost calculations to determine the total cost. These funds are provided through matching general operating funds, as direct wages are not an eligible cost in this grant.](#)

Work Wear and Gear Supplies: Total \$65,750 Fund Request: \$65,750

Upon the initial intake and eligibility determination, participating trainees will have access to receive personal protective equipment (PPE), work wear, and equipment, depending on the enrolled training programs. Each 100 unique individuals will receive a minimum of one PPE set. Within that 100, TERA expects 50 to continue additional training. Those individuals will then also have access to additional workwear and equipment. All items will be purchased in adherence to the WANB procurement and purchasing policy and Code of Federal Regulations.

> **PPE:** 100 sets at \$50 each. This will include: eye protection, ear protection, and leather work gloves. This will be exclusively for trainees and staff that are working exclusively on this grant, as the rest of the TERA staff have their gear covered by other funds.

> **Workwear:** Workwear costs will range between \$30-150 per piece, with 50 of each purchased. This includes: Durable canvas pants, long sleeve shirt, T-shirt, warm winter jacket, beanie, and a baseball hat. This will be exclusively for trainees and staff that are working exclusively on this grant, as the rest of the TERA staff have their gear covered by other funds.

> **Raingear:** Outdoor training occurs during all seasons, including during the cold and wet winter. Raingear will be used by both the TERA staff trainers and training participants when working and learning outdoors in inclement weather. This will be exclusively for trainees and staff that are working exclusively on this grant, as the rest of the TERA staff have their gear covered by other funds.

> **Fire rated boots:** 50 at \$425 each. These boots are a safety requirement for working with and around fire, such as will occur during the Firefighter Type 2 and Firing Operations certificate course and the EcoCultural Fuels Training. This will be exclusively for trainees and staff that are working exclusively on this grant, as the rest of the TERA staff have their gear covered by other funds.

> **Misc. gear:** this includes 50 backpacks (\$100 each) and a water bottle (\$25 each) and will be used by trainees while out in the field. This will be exclusively for trainees and staff that are working exclusively on this grant, as the rest of the TERA staff have their gear covered by other funds.

Childcare: Total \$26,250 Fund Request: \$26,250

Some participants may require childcare to attend the suite of trainings. TERA's HR Manager and WANB's Talent Development Specialist, will help determine the need and will provide childcare reimbursement, as needed. This funding has been set aside for 25 participants requesting 15 days worth of childcare services at \$70/day. \$70 is the standard rate of daily childcare in Lake County.

Transportation: Total \$25,000 Fund Request: \$25,000

Transportation reimbursements may be provided to 50 training participants up to \$500 over the duration of the training. Participants will need to show proof of transportation cost, mileage, public transportation receipts or tickets, etc, to receive reimbursement.

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Property Acquisition Direct Costs - Total Cost: \$2,694,721.90 Funds Requested: \$2,694,721.90

Property Acquisition: Total Cost \$ 2,200,000.00 Funds Request: \$ 2,200,000.00

> Property Purchase: The Public Facility TERA intends to purchase will be used for the administration, management, and direct workforce development program training implementation. This property already has all the appropriate existing structures in order to house office operations, host trainings, and store and repair equipment and tools. More on the public facility can be found on question 18.

Property Acquisition Fees: Total Cost \$8,400 Funds Request: \$8,400

Purchasing the public facility innately comes with associated fees. TERA has already begun working with a realtor and has received information on the type and cost of the fees, as seen listed here:

- >Property Inspection \$3,000
- >Transfer Tax: \$2,200
- >County Title Fees: \$800
- >Title Insurance: \$1,200
- Escrow Agent Cost: \$1,200

Salaries and Wages: Total Cost \$137,620.08 Funds Request: \$137,620.08

> **Executive Director** @\$52.88/hour for 546 hours. The ED will be the lead TERA staff person working on the details of the property acquisition and will work closely with the Project Manager and the Contracted Property Acquisition Technical Support team to secure the Public Facility Acquisition and set it up for training once purchased.

> **Facilities Manager** @\$38.46/hour for 2340 hours, based at 75% FTE for 1.5 years. This is a new position that will work to oversee the first year set-up of the site and develop systems for the long-term maintenance, safety, and security of the Public Facility once acquired.

> **Laborer** @\$24.04/hour for 780 hours, based on 25% FTE over 1.5 years. This person will assist the Facilities Manager with landscaping and other public facility maintenance and security needs.

Benefits and Taxes: Total \$52,781.82 Funds Request: \$52,781.82

The TERA staff receive benefits that include: paid time off (PTO) for holiday, vacation, sick leave, training, health insurance, 401K match, workman's comp, disability insurance, education assistance, and phone reimbursements. Benefits are 39% of staff salary and employer taxes are 12%, for a combined total of 51% of staff salary. The hourly rates shown below are in addition to the wages above.

- >**Executive Director** @\$26.97/hour for 546 hours
- > **Facilities Manager** @\$13.46/hour for 2,340 hours
- >**Laborer** @\$8.41/hour for 780 hours

Contracted Positions: Total \$128,400 Funds Request: \$128,400

>**Property Acquisition Technical Support:** @\$200/hour for 440 hours. TERA will contract 1-3 short-term positions to support federal public facility acquisition compliance. These positions will at least include a person with realty, legal, and a minimum of 1+ year of federal acquisition experience. This first position will be contracted immediately upon execution of the Standard Agreement (April 2024) in order to meet required deadlines. A second architectural contractor, and third engineering contractor may be hired upon TERA site control (September 2024) in case additional ADA compliance measures are required to design.

>**Environmental Consultant (NEPA):** @\$200/hour for 202 hours. TERA will contract to provide Environmental Review and planning for the Public Facility. The contracting will begin upon receiving and executing the Standard Agreement to ensure beginning the Environmental Review by the first quarter.

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Supplies: Total \$81,050 Funds Requested: \$81,050

Equipment will be purchased in order to manage and maintain the new Public Facility, as well as provide additional equipment for the trainees. This equipment will be purchased after site control on September 1st and by the Facilities Manager and/or the Project Manager and approved by the Executive Director. All items will be purchased in adherence to the WANB procurement and purchasing policy and Code of Federal Regulations.

TERA manages a large inventory of tools, PPE, and chainsaws for existing staff and program use; the tools and supplies listed below are required for the additional training program we are developing with this grant and to outfit the training facility with basic tools necessary to run a training center. All supplies are to be used exclusively on this grant for the duration of the grant period, and will be incorporated into TERA's tool cache upon completion of the grant, thereby building our capacity to continue offering these training programs into the future.

> **PPE:** 2 sets at \$500/set. Personal Protective Equipment will be used by the Facilities Manager and the Laborer, exclusively under this grant.

> **Tool Chests:** 6 @\$500/each. These will be used to store additional tools purchased by this grant to ensure they are managed and secured.

> **Firehose roller setup:** 1 @\$2,500. This will be used to store fire hoses used in the fire related trainings. We do not currently have this equipment and it is necessary for training in wildland fire.

> **Welder and associated equipment:** 1 @\$4,500. This is a standard tool used to train people on maintenance and repair of firefighting tools.

> **Misc. Shop tools:** 150 @\$10/each. These miscellaneous tools will be used for public facility and training tools and equipment. Examples of tools are wrenches, hammers, screwdrivers, etc.

> **Gym/workout equipment:** 1 @\$4,500. Physical fitness is a job requirement for wildland fire and fuels management careers, and a physical fitness test is required for entry level positions. A gym setup is a component of the training for physical fitness readiness. This equipment will prepare the trainee candidate to meet those standards.

> **Work benches:** 10 at \$400/unit. These will be utilized by the TERA staff and trainees during workshop sessions for cleaning and maintaining chainsaws, and learning other tool use.

> **Lights:** 10 at \$75/each. These will be used to illuminate shop work.

> **Cords:** 50 at \$20/each. These will be used as power extenders, strips, and surge protectors for electric equipment, tools, lights, etc.

> **Weed Whipper:** 2 @\$300/each. This will be used to maintain the vegetation on property and will be used by the Facilities Manager and Laborer.

> **Chainsaw:** 2 @\$1,200. This chainsaw will be dedicated for property maintenance, such as fallen trees, etc. This chainsaw will be different from the chainsaw utilized for trainings and listed above in Direct Activity cost supplies.

> **Chainsaw parts and maintenance:** 5 @\$100. TERA will maintain the chainsaw in-house with these tools such as files, new bars, chains, etc.

> **Fuel:** 1 @1,000. This will provide sufficient fuel for the chainsaw and other fuel based equipment (weed whipper, tractor mower) over the duration of the grant.

> **Fuel Cans:** 50 @\$10. TERA will buy fuel in bulk. These fuel cans will be the mechanism to dispense the fuel fluid into the chainsaw and other equipment.

> **Chop saw:** 1 @\$500 This will be used for public facility maintenance.

> **Table saw:** 1 @\$750 This will be used for public facility maintenance.

> **Other shop tools:** 15 @\$250. These tools are larger than the above category, and will be used for public facility maintenance. Examples are power drills, etc.

> **Tractor mower:** 1 @\$20,000. The tractor mower will be used to manage the public facility vegetation, maintain roads, etc. and will be used by the facilities manager and laborer. TERA does not currently own a tractor and this piece of equipment will be necessary to manage the training facility.

Exhibit F - Attachment D
Final Application

- > **Flail Mower attachment:** 1 at \$5,000. This will be used as a mower attachment to clear brush and grass on the property in order to meet county ordinance requirements on fire safety vegetation management. TERA does not currently have this equipment in the tool cache.
- > **Back hoe attachment:** 1 at \$5,000. This will be used for on-site property excavation needs, including road and erosion management. TERA does not currently have this equipment in the tool cache..
- > **Utility Terrain Vehicle (UTV):** 1 @\$12,000 The property intended to be purchased is 140 acres. The UTV will be used for on-site transportation of people and tools to remote areas during trainings, as well as general property maintenance and repair (i.e. to fences that are not accessible by road)
- > **Flatbed trailer:** 1 @ \$5,000. This will be used for hauling equipment (UTV, chipper) to the mechanic to access regular repair and maintenance.
- > **Projector:** 1 @ \$500. This will be installed in the training room for training presentations
- > **Project screen:** 1 @\$800. This will be installed in the training room for training presentations

Appliances: Total \$2,000 Funds Request: \$2,000

> **Washer and Dryer:** The washer and dryer will be used for trainees and TERA staff's field to wash fire workwear and protective gear that remains onsite for job readiness.

Property Improvement: Total \$53,000 Funds Request: \$53,000

The TERA ED has already toured the property intended for purchase and has identified necessary improvements to best utilize the site as a workforce development training center. The rates below have been identified through an initial assessment of current offerings. Items may be purchased for less than the cost below, but will not exceed it. All items will be purchased in adherence to the WANB procurement and purchasing policy and Code of Federal Regulations.

> **Gravel to fill in roads:** 1 @ \$4,500. The current road into and through the property are dirt. These roads will not withstand constant traffic from frequent training program attendance, especially in inclement weather. The gravel will create less muddy, more passable road.

> **Replace locks for property and facility:** 10 @ \$250/lock. The property will need new security in order to ensure safety and security of tools, equipment, automobiles, etc. Each outward facing door on site will receive a new lock.

> **Automatic locked gate for property:** 1 @ \$4,000 The Facilities Manager will install of gated lock at the entrance of the property.

> **Building compliance improvements:** 2 @ \$6,500 This category will be used for any miscellaneous improvements needed to meet on site compliance.

> **Security system and cameras:** 5 @ \$750. These will be placed throughout the property, and particularly in location with high value and sensitive items.

> **Setup for locked/chain link yard:** 1 @ \$4,500. This will be setup around sensitive areas of the public facility.

> **Lockers for shop:** 25 @ \$ 250/locker. The lockers will be safe and secure storage areas for TERA crew and trainees.

> **Locking cabinets for storage:** 3 at \$2,500/cabinet. Tools and equipment will be stored in secured storage.

> **Air conditioner/mini split for office:** 1 @ \$2,500. The office currently does not have climate control. Lake County experiences extremely hot temperatures, above 105F during the summer, thus air conditioning is critical for a healthy and safe work environment.

> **Air conditioner/mini split for training room:** 1 @ \$4,500. The training room currently does not have climate control. This item is larger than the later due to the size of the room. Lake County experiences extremely hot temperatures, above 105F during the summer, thus air conditioning is critical for a healthy and safe work environment.

Travel: Total \$670 Fund Request: \$670

Exhibit F - Attachment D
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>**Mileage:** 1,000 miles at the GSA rate of 0.67 cent per mile. This mileage will be used for travel to and from the public facility throughout the acquisition and set-up process.

Insurance: Total \$18,000 Fund Request: \$18,000

>**General Liability Insurance: \$1,000/ month for 18 months.** This insurance will be to protect TERA and those who visit the new Public Workforce Development Facility.

Utilities: Total \$12,800 Fund Request: \$12,800

TERA will need utilities for the new public facility. These are budgeted for 16 months, assuming the start date of October 2024 through January 2025.

>**Electricity: \$250/ month for 16 months.**

>**Propane: \$100/month for 16 months**

>**Internet: \$150/month for 16 months**

>**Trash: \$150/month for 16 months**

>**Port-o-potty: \$150/month for 16 months. This will be ADA compliant.**

Activity Delivery Indirect Costs - Total Cost: \$120,620.47 Funds Requested: \$120,620.47

De Minimis rate: Total \$120,620.47 Funds Request: \$120,620.47

TERA is using a 10% De minimis rate, which is applied only to the programmatic portion of the budget.

EXHIBIT G

SUBRECIPIENT PROFILE

Applicant Information

Linked Applicant

tswain@workforcealliancenorthbay.org

First name

Bruce

Last name

Wilson

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Email

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Title

Administrative Services Officer

Company

Workforce Alliance of the North Bay

Company Website

<https://www.workforcealliancenorthbay.org/>

City

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State

US-CA

Jurisdiction/Organization Information

Tell us about your organization.

Organization Name

Workforce Alliance of the North Bay

Employer Identification Number (EIN)

EXHIBIT G

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Authorized Representative

Bruce Wilson

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