State of California, Department of Food and Agriculture AGREEMENT GAU-03 (Rev.12/2023)

GRANT AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER 23-0744-000-SG

1.	This Agreement is entered into between the State Agency and the Recipient named below:
	STATE AGENCY'S NAME
	CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
	RECIPIENT'S NAME
	COUNTY OF SAN MATEO

- 2. The Agreement Term is: January 10, 2024 through March 31, 2026
- 3. The maximum amount of this Agreement is: \$7,250,000.00
- 4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT'S NAME (Organization's Legal Na	ame)						
COUNTY OF SAN MATEO							
(BY (Authorized Signature)	DATE SIGNED						
stul all	1-10-24						
PRINTED NAME AND TITLE OF PERSON SI	N						
Mike Callagy, County	Executive						
ADDRESS							
400 County Center, First Floor, Redwood City, CA 94063							
STATE OF CALIFORNIA							
AGENCY NAME							
CALIFORNIA DEPARTMENT OF FOOD AND) AGRICULTURE (CDFA)						
BY (Authorized Signature) Digitally signed by Laura H.	DATE SIGNED						
Laura H. Rodriguez Rodriguez Date: 2024.01.11 08:05:13 -08'00'							
PRINTED NAME AND TITLE OF PERSON SI							
LAURA RODRIGUEZ, STAFF SERVICES MA	NAGER I, OFFICE OF GRANTS ADMINISTR	ATION					
ADDRESS							
1220 N STREET, ROOM 120							
SACRAMENTO, CA 95814		CJ					

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

 CDFA hereby awards an Agreement to the Recipient for the project described herein: San Mateo County Community Resiliency Centers. The expansion and improvements to the facility to accomadate a 6,500 square foot community kitchen, food service as well as shelter for residents and meals during emergencies. Improvements will enhance the states emergency preparedness capabilities, particularly in response to climate. Budget Act of 2021.

Project Title: Community Resilience Centers Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:				
Name:	Sofia Goss	Name:	Connie Juarez-Diroll			
Division/Branch:	Marketing / Fairs & Expositions	Organization:	COUNTY OF SAN MATEO			
Address:	1220 N Street	Address:	400 County Center, First Floor			
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Redwood City, CA 94063			
Phone:	916-708-9545	Phone:	650-599-1341			
Email Address:	sofia.goss@cdfa.ca.gov	Email Address:	cjuarez-diroll@smcgov.org			

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:
Name:	Kaylen Yates	Name: Michael Bolander
Division/Branch:	Marketing / Fairs & Expositions	Organization: San Mateo County
Address:	1220 N Street	Address: 400 County Center, 1st floor
City/State/Zip:	Sacramento, CA 95814	City/State/Zip: Redwood City, CA 94063
Phone:	916-708-9301	Phone: (650) 363-4791
Email Address:	kaylen.yates@cdfa.ca.gov	Email Address: mbolander@smcgov.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT:** Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award \Box does \boxtimes does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breach within thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the breach within thirty (30) days of the non-breaching party's approval of the cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the breach within thirty (30) days of the non-breaching party's approval of the cure the breach within thirty (30) days of the non-breaching party's approval of the cure the breach within thirty (30) days of the non-breaching party's approval of the cure. If the breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to <u>CDFA.LegalOffice@cdfa.ca.gov</u>.

California Department of Food and Agriculture Legal Office of Hearing and Appeals 1220 N Street Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Grant Procedures Manual

The Recipient agrees to abide by all requirements and restrictions provided in the Grant Procedures Manual incorporated with this Agreement as an attachment.

28. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on <u>IRS's</u> <u>website</u> regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (<u>CalHR</u>). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (<u>GSA</u>).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.



California Department of Food and Agriculture Community Resilience Centers Program Scope of Work

Recipient Name: County of San Mateo

Project Title: San Mateo County Resiliency Center

<u>Grant Award Amount</u>: \$7,250,000.00 – The Grant Agreement amount awarded to the County of San Mateo by the Community Resilience Centers (CRC) Program is only a portion of the total estimated project cost of \$13,000,000.00. This CRC Program award will only cover a portion of the total costs throughout the project, from the design development phase to the completion of the construction phase. The remaining tasks and activities will be paid for by matching funds obtained by the County of San Mateo, but not required by the CRC Program.

Background/Purpose: The Budget Act of 2021 included a one-time General Fund allocation for the California Department of Food and Agriculture (CDFA) to support the development and enhancement of community resilience centers. This funding is available to improve both local fairground and other community facilities to enhance the state's emergency preparedness capabilities, particularly in response to climate change. As part of this effort, CDFA created two resilience-focused infrastructure programs: one focused on fairgrounds (\$94.5 million), and the other focused on other neighborhood-level Community Resilience Centers (\$38 million). This program focuses on the latter.

The purpose of the CRC Program is to support infrastructure for emergency evacuation, shelter, base camps during emergency events, and critical deferred maintenance. Elements for this infrastructure may include cooling and heating centers, clean air centers, and extended emergency evacuation response centers, equipped with community kitchens, shower facilities, broadband, backup power, and other community needs during an emergency or climate events.

A secondary goal of the CRC Program is to equip facilities to provide long-term, yearround community services and activities to enhance the community's resilience through civic, social, educational, and economic development programming.

Project Goals: The goal of this project is to build local and regional resilience in San Mateo County by providing vital infrastructure upgrades and critical response and resiliency functions for the most vulnerable populations in the County. The funding awarded will be used to improve and enhance the structural components of existing structures and provide critical programming to strengthen community resiliency.

Specifically, the San Mateo County Events Center is currently a designated Emergency Operations Center for the county accessible to all community members, and a known community asset and community hub. The County of San Mateo, the San Mateo County Events Center, and Samaritan House are also partnering for the expansion of the Samaritan House's Food & Nutrition Program, which aims to advance economic mobility and food equity through access to food services, case management, and nutritional security for thousands of San Mateo County's underserved, food-insecure individuals, families, children, and seniors.

Project Scope: The County of San Mateo received \$7,250,000.00 from the CDFA CRC Program for the San Mateo County Resiliency Center project at the San Mateo County Event Center. The project location is 1346 Saratoga Dr, San Mateo, CA 94403.

The project includes improvements and expansion to the existing 14,000 square foot building (Redwood Hall). The Redwood Hall will be extended to the West by 6,500 square feet to accommodate a 6,500 square foot community commercial kitchen (equipment and appliances will be included in the project), pantry space, and daily food service, as well as shelter space for 600 community residents and 2,000 additional meals during emergencies. and pantry space. Additionally, Redwood Hall will undergo a full replacement of the slab on grade foundation within the existing footprint, and a retrofit and upgrade of the structure to meet current earthquake standards and Class 4 structural metric. There will also be the addition of office space and two, gender-neutral restrooms.

The existing underground stormwater system will be redesigned and realigned to accommodate flows and ground mounted heating and cooling (HVAC) systems will be installed. Furthermore, the existing concrete and entry doors at Redwood Hall will be removed and replaced with new openings in the concrete tilt-up panels, as well as with the addition of a new canopy structure. Additionally, automatic doors for access and egress of the Hall, community kitchen, and exit doors will be constructed. Finally, a fire sprinkler system and fire alarm system will be designed and installed in the new and upgraded areas, along with electrical upgrades and an LED lighting system. The Samaritan House is operating at an existing location, is serving at record levels, and is ready to expand daily operations to meet the need for hot meal and drive-through food service as soon as construction is complete.

Project Timeline: January 2024 – March 2026

- Design Development: January 2024 June 2024
- Construction Development/Bidding Process: July 2024 December 2024
- Construction: January 2025 December 2025
- Project Verification/Closeout: January 2026 March 2026

Work Plan:

Objective 1 – Design Development

Task 1.1 Initiate/continue site development activities, programming, and concept design

Task 1.2 Evaluation of the structural, electrical, and mechanical condition of the project

Task 1.3 Submit plans to local Planning Department for review

Task 1.4 Monitor activities that may result in unexpected contingencies related to the project design

Task 1.5 Continuous project management and oversight by an outside consultant and a County of San Mateo administrator of the planning and design stage of the project

Deliverables: Complete construction drawings and documents for local Planning Department to review

Objective 2 – Construction Development

Task 2.1 Revise and update the construction drawings and documents, as necessary and required by plan reviews

Task 2.2 Complete environmental reports, architect reports, and services needed for construction development

Task 2.3 Monitor activities that may result in unexpected contingencies related to the project design, delays, cost overruns and scope errors

Task 2.4 Continuous project management to ensure the pre-development tasks are completed on schedule to allow sufficient time for the construction phase

Deliverables: A complete and final design/construction drawings

Objective 3 – Bidding Process

Task 3.1 Develop and issue Request for Proposals (RFP) for construction contractor (to include 3rd party construction manager and California Environmental Quality Act (CEQA) Mitigation Monitoring Plan, if required). Project Team:

- Project Manager
- 3rd Party / Independent Construction Oversight Manager
- Contract Administrator
- Field Engineer
- Member from the Design Team will be a required Project Team to review construction in progress to ensure alignment with Final Design Plans

Task 3.2 Host Bidder's Conference, Receive, Review, Rank, Council Approval, Award Contract(s)

Task 3.3 Monitor activities that may result in unexpected contingencies related to the project design, delays, cost overruns, and scope errors

Task 3.4 Continuous project management to ensure the pre-development tasks are completed on schedule to allow sufficient time for the construction phase

Deliverables: Contract with construction contractor for the successful completion of the San Mateo County Resiliency Center

Objective 4 - Construction Phase

Task 4.1 Construct and renovate the 20,500 square feet San Mateo County Resiliency Center according to Final Design Plans:

- Site Preparation
 - Implement draining to building code
 - Excavate/grade site
 - Lay utilities
 - Arrange power, water, and sanitation
 - Remove vegetation, if applicable
 - Construct temporary storage facilities
 - Begin inspections: structural, building code, utilities, HVAC, electrical, etc.
 - Foundation
 - Framing
 - Roofing, Siding, HVAC
 - Fire sprinklers, and associated fire detection and alarm systems
 - o Interior
 - o Exterior
 - Landscaping

Task 4.2 Install Resiliency Equipment including battery backup system, generator, solar panels, kitchen equipment, and security systems

Task 4.3 Testing and Training on Resiliency Features (back-up generators, etc.)

Task 4.4 CEQA Mitigation Monitoring, as necessary

Task 4.5 Review Punch List and inspections on routine basis, resolve issues, correct deficiencies

Task 4.6 Monitor activities that may result in unexpected contingencies related to the project design, construction delays, cost overruns, scope errors, weather, and unanticipated increases in equipment and material costs

Task 4.7 Provide overall project management to maintain and monitor construction progress and ensure alignment with Final Design Plans

Task 4.8 Issue Notice of Completion to Contractor(s)

Deliverables: A complete 20,500 square feet San Mateo County Resiliency Center project that accomplishes the following objectives:

•Improves community facilities to enhance the state's emergency preparedness capabilities, particularly in response to climate change;

•Support current and new infrastructure used during emergency/evacuations events, such as shelter and base camps, and critical deferred maintenance of such infrastructure;

•Build social infrastructure and long-term resilience of facilities that support social services and advance workforce development;

•Offer multi-benefit physical spaces and resources, resilient to both current and future climate hazards, such as droughts, floods, rising sea levels, and wildfires.

•Offer comprehensive, multi-benefit and holistic projects that support year-round community services and activities, with sustained benefits beyond emergency/evacuation events.

• Prioritize community resiliency, equity, and social infrastructure, especially for disadvantaged communities and disadvantaged unincorporated communities.

Objective 5 - Project Verification/Closeout

Task 5.1 Following project implementation, inform the CDFA Grant Manager that the project is complete and operational as proposed.

Task 5.2 Participate with CDFA staff, for the verification process: a site visit to ensure design specifications were met and the system is working effectively and assist with photographs; provide geotagged photos, if requested.

Deliverables: Project Verification and Closeout

Although the CRC Program is supported by California State Budget General Funds, projects are expected to serve the residents of their communities within one (1) year of project completion and be used and maintained for a minimum of 10 years.

Performance Monitoring/Reporting: Recipients are required to submit quarterly reports no later than 30 days after each reporting period ends. The progress report is used to identify tasks and activities achieved as listed in the above Work Plan (including, but not limited to progress on construction activities, permitting, licensing, and/or agreement status, equipment purchased), potential concerns or delays, matching funds expended to date, and any other pertinent information during the reporting period.

In addition to a progress report, Recipients must submit reimbursement requests and corresponding invoices to the CDFA Grant Manager for reimbursement of actual expenditures incurred to implement the CRC Program project. Reimbursement requests and invoices must be submitted at least quarterly and must include all financial supporting documentation to substantiate CRC Program expenses.

Invoices and financial supporting documentation submitted to the CDFA Grant Manager will be reviewed for completeness and accuracy. The CDFA Grant Manager will promptly notify the Recipient of any incompleteness or deficiencies, which appear on the reimbursement requests. Once the incompleteness or deficiencies are corrected, the CDFA Grant Manager will process the invoice for payment as long as the accompanying quarterly progress report is deemed satisfactory. It may take 30 to 45 days from the date the invoice is approved for a payment check to be issued by the State Controller's Office.

CDFA will also perform site visits, at least two times within the term of the Agreement, and as necessary. CDFA will organize regular conference calls, or in-person meetings with the Recipient to discuss the progress of each step of the project, and/or any project concerns.

Recipients must notify the CDFA Grant Manager in writing that the project implementation is complete. Once CDFA is notified that projects are complete, the Recipient will be contacted within 30 days to schedule a site visit to complete the verification requirement. The purpose of the final verification is used to verify proper completion of the project according to the approved SOW and to summarize project accomplishments. In addition, the CDFA Grant Manger will take photographs to document project completion. The Recipient or a documented authorized representative must be present during the time of verification.

A Final Performance Report acknowledging the successful completion of the community resilience center shall be provided to the CDFA Grant Manager no later than 30 calendar days following the expiration of the Grant Agreement or after the Final Verification is complete, whichever comes first. The Final Performance Report shall be signed by the Recipient prior to submitting the Performance Report.

List of Attachments: The following attachments are incorporated in the SOW:

Attachment 1 – Project Budget

Attachment 2 – Pre-Development Plans/Remodel Map

Attachment 3 – Grants Procedures Manual



California Department of Food and Agriculture Community Resilience Centers Program Project Budget

Recipient Name: County of San Mateo

COLFA CALIFORNIA DEPARTMENT OF

Project Name: San Mateo County Resiliency Center

Grant Amount Awarded: \$7,250,000.00		
Budget Categories	Description	Total Grant Funds
A. Design Development		
1. Printing/Postage/Misc. Office Supplies	Office supplies and expenses associated with the printing and preparation of the project design and documents. Expenses such as salaries, office rent, equipment, etc., are not covered by this line-item.	\$13,286.94
2. Professional Services	Professional service activities within the Design Development phase include environmental reports, inspections, engineering, and agency reviews of the site and design documents.	\$212,591.06
3. Design Development Contingency	The Design Development Contingency will cover unexpected expenses associated with finalizing the project design.	\$53,147.76
4. Project Management	Project management activities within the Construction Development phase include ensuring that the pre-development tasks are completed on schedule to allow sufficient time for the construction phase.	\$106,295.53
Design Development Subtotal		\$385,321.29
B. Construction Development		
1. Printing/Postage/Misc. Office Supplies	Office supplies and expenses associated with the printing and completion of the project design and documents. Expenses such as salaries, office rent, equipment, etc., are not covered by this line-item.	\$13,286.94
2. Professional Services	Professional service activities within the Construction Development phase include environmental reports and engineering of the site and design documents.	\$212,591.06
3. Agency Review Fees	Fees associated with building permits, field inspections, and plan reviews.	\$26,573.88
4. CD Contingency	The Construction Development Contingency will cover unexpected expenses associated with issues or delays to the project design.	\$53,147.76
5. Project Management	Project management activities within the Construction Development phase include ensuring that the pre-development tasks are completed on schedule to allow sufficient time for the construction phase.	\$106,295.53
Construction Development Subtotal		411,895.17
C. Bidding Process		
1. Printing/Postage/Misc. Office Supplies	Office supplies and expenses associated with the compilation of a Request for Proposal (RFP) for the solicitation of a construction contractor. Expenses such as salaries, office rent, equipment, etc., are not covered by this line-item.	\$8,617.05
2. Professional Services	Professional service activities within the Bidding Process include any additional architectural, engineering, and preparation and selection of the bid package for contractor solicitation.	\$26,573.88
3. Bidding Process Contingency	The Bidding Process Contingency will cover unexpected expenses associated with issues or delays to the project design or RFP.	\$26,573.88
4. Project Management	Project management activities within the Bidding Process include ensuring that the sufficient bid proposals are received and that a reputable construction contractor is selected for the successful completion of the construction phase.	\$53,147.76
Bidding Process Subtotal		114,912.57
D. Construction		
1. Printing/Postage/Misc. Office Supplies	Office supplies and expenses associated with the project's construction progress. Expenses such as salaries, office rent, equipment, etc., are not covered by this line-item.	\$13,286.94
2. Professional Services	As the construction phase progresses, Professional Services such as inspections will arise and may be covered by the funds awarded.	\$106,295.53
3. Materials/Supplies/Equipment		\$0.00
4. Construction Contract	The construction contract for the San Mateo County Resiliency Project will include improvements and expansion of the existing 14,000 square foot building (Redwood Hall). The Redwood Hall will be expanded to the West by 6,500 square feet to accommodate a 6,500 square foot community kitchen, pantry space, and daily food service, as well as shelter space for 600 community residents and 2,000 additional meals during emergencies. Redwood Hall will undergo a full replacement of the slab on grade foundation within the existing footprint, and a retrofit and upgrade to the structure to meet current earthquake standards and Class 4 structural metric. Additional office space and two, gender-neutral restrooms will also be included.	\$5,314,776.50
5. Construction Project Contingency	The Construction Project Contingency line-item will cover unexpected costs associated with issues or delays to the construction of the project due to issues, delays, increase in material costs, weather, etc.	\$531,477.65
6. Project Management & Construction Management	Project Management activities will provide project oversight to ensure that the community resilience center is built according to the approved Final Design and Work Plan, as detailed in the CDFA Grant Agreement.	\$372,034.35
Construction Subtotal		\$6,337,870.97
GRAND TOTAL (Sections A-D)		\$7,250,000.00

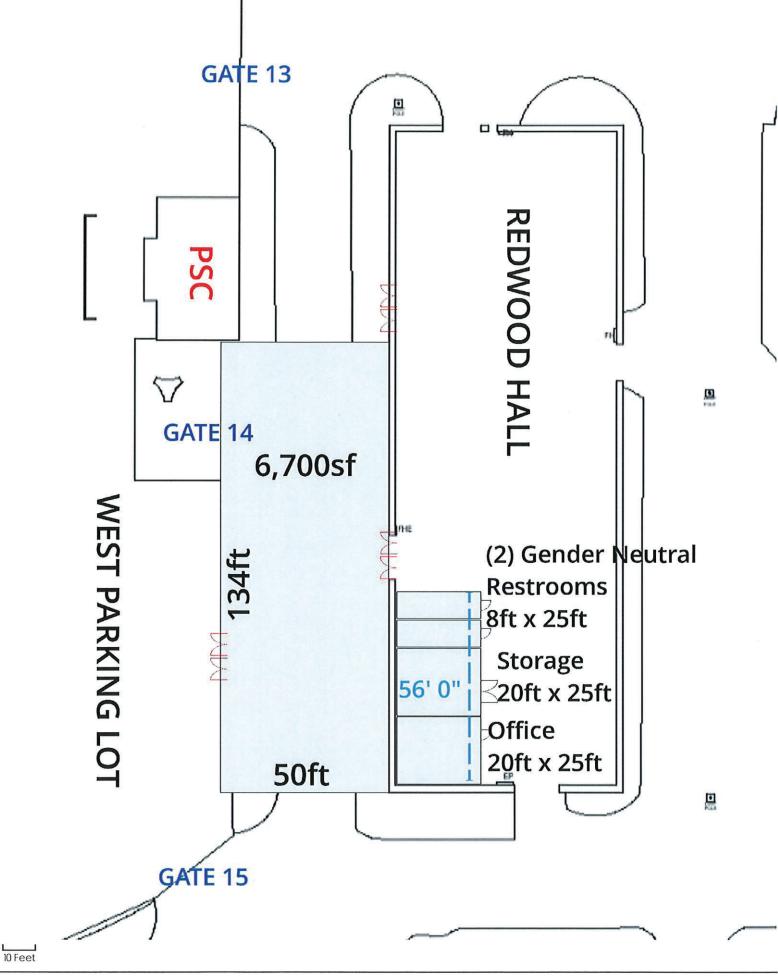
CDFA Community Resilience Centers (CRC) Program

County of San Mateo Pre-Development Plans/Remodel Map Attachment 2



CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

California Department of Food and Agriculture Fairs and Expositions Branch 1220 N Street Sacramento, CA 95814 www.cdfa.ca.gov/FairsAndExpositions/fcrcp/



SMEC Grounds Map for Redwood Hall Extension - March 1, 2023 at 12:00 PM

CDFA Community Resilience Centers (CRC) Program

Grants Procedures Manual

Attachment 3



CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

California Department of Food and Agriculture Fairs and Expositions Branch 1220 N Street Sacramento, CA 95814 www.cdfa.ca.gov/FairsAndExpositions/fcrcp/

General Information

Program Purpose and Authority

The Budget Act of 2021 included a one-time General Fund allocation for the California Department of Food and Agriculture (CDFA) to support the development and enhancement of community resilience centers. This funding is available to improve both local fairgrounds and other community facilities to enhance the state's emergency preparedness capabilities, particularly in response to climate change. As part of this effort, CDFA created two resilience-focused infrastructure programs: one focused on fairgrounds (\$94.5 million), and the other focused on other neighborhoodlevel Community Resilience Centers (\$38 million). This program focuses on the latter.

The purpose of the Community Resilience Centers (CRC) Program is to support infrastructure for emergency evacuation, shelter, base camps during emergency events, and critical deferred maintenance. Elements for this infrastructure may include cooling and heating centers, clean air centers, and extended emergency evacuation response centers, equipped with community kitchens, shower facilities, broadband, backup power, and other community needs during an emergency or climate events.

A secondary goal of the CRC Program is to equip facilities to provide long-term, yearround community services and activities to enhance the community's resilience through civic, social, educational, and economic development programming.

The CRC Program Procedures Manual is designed to provide direction to Grant Recipients (Recipients) for the successful management and completion of the CRC Program-awarded projects. The Procedures Manual identifies roles and responsibilities of all parties and describes the processes and procedures required by the terms and conditions in the Grant Agreement.

General Responsibilities

California Department of Food and Agriculture

The CDFA Fairs and Expositions Branch (F&E) oversees the Grant Agreement and is responsible for monitoring the Recipient's compliance by providing ongoing assistance and consultation throughout the duration of the Agreement.

CDFA is responsible for reviewing reimbursement requests received by the Recipient and processing payment or identifying deficiencies for resolution as expeditiously as possible, and consistent with <u>Prompt Payment Act</u> requirements.

CDFA will perform site visits, at least two times within the term of the Agreement, and as necessary. CDFA will organize regular conference calls, or in-person meetings with the Recipient to discuss the progress of each step of the project, and/or any project concerns.

CDFA is also responsible for conducting final verifications of the projects at the end of the Agreement term.

Grant Recipients

The Recipients are responsible for project implementation as outlined in the Grant Agreement Scope of Work (SOW). Further, Recipients must ensure all project activities, including contractor/consultant activities, are compliant with applicable federal, state, and local laws, regulations, and ordinances set forth in the Grant Agreement terms and conditions. Moreover, Recipients are responsible for obtaining and maintaining all necessary permits, licenses, agreements, and approvals for the construction, operation, and maintenance of projects.

Recipients are responsible for submitting timely and accurate invoices and reports during the project term. Additionally, Recipients must maintain clear and consistent communication regarding project progress status throughout the Grant Agreement term, particularly if problems or issues arise resulting in project delays. Upon discovery of problems and/or delays, Recipients must notify the CDFA Grant Manager immediately for purposes of resolving such problems and/or delays.

Recipients may be required to provide specific requested documentation related to the project as CDFA deems necessary.

The Recipients are solely responsible for compliance with the Grant Agreement. Failure to comply with any term of this Agreement may cause the Recipient to be in material breach. In the event of a material breach, CDFA will provide in writing a Notice of Breach to the Recipient within fifteen (15) calendar days upon discovery of a breach. The Recipient shall also have 15 calendar days from receipt of notice to notify how it intends to cure the breach. If the Recipient fails to cure the breach within thirty (30) days of CDFA's approval of the cure, CDFA may suspend payments, demand repayment of all funding, terminate the Grant Agreement, or take any other action deemed necessary to recover costs. Therefore, it is critical that the Recipients inform the CDFA Grant Manager without delay, when issues or circumstances arise that may affect the timely and successful completion of the project.

Examples of critical issues include, but are not limited to:

- The inability to complete any portion of the project according to the approved project description and task schedule;
- Discovery of additional facility improvement problems or latent defects associated with the project;
- Financial issues that will result in an overage in the project costs; or
- Other events that may conflict with the contractors/consultants and Project Manager's performance under the Agreement.

Required Forms

Forms and templates referenced in this manual will be provided by the assigned CDFA Grant Manager. Forms can also be requested through email (<u>crcprogram@cdfa.ca.gov</u>). This document and the 2022 CRC Request for Grant Applications are available on the F&E website at <u>https://www.cdfa.ca.gov/FairsAndExpositions/fcrcp/</u>.

Assistance

The CDFA Grant Manager is available throughout the duration of the Agreement term to answer questions regarding the requirements of the SOW, the Agreement, and the Procedures Manual. Recipients should also reach out to the CDFA Grant Manager for assistance with any grant management matters.

State Regulations

California Code of Regulations, Title 3, Division 1, Chapter 5, Grant Administration, (Regulation) outlines the administrative regulations applicable to CRC Program grant funds. Additionally, pursuant to Section 330.2, is a list of allowable and unallowable items of cost. Failure to mention a particular item of cost is not intended to imply the cost is allowable or unallowable.

Additional guidance regarding the Regulations and the allowable and unallowable items of cost is available from the CDFA Grant Manager.

Prior Approval Required

Prior approval is required from the CDFA Grant Manager for material revisions, including, but not limited to:

- Revisions of the SOW, work plan, objectives, activities, milestones, dates, or deliverables.
- Line-item shifts (e.g., budget revisions).
- Change in Recipient organization or key project team members, including contractors.

Recipients should contact the CDFA Grant Manager in writing whenever a change requiring prior approval is necessary or if they are uncertain whether a project activity or cost requires prior approval. Failure to obtain prior approval may result in costs being deemed unallowable and requests for reimbursement being denied.

PROJECT MANAGEMENT

Recipients are responsible for the overall management of the project, ensuring all project activities are completed as identified in the SOW and follow <u>program</u> requirements and the Grant Agreement terms and conditions.

Project Communication

Recipients are required to maintain clear and consistent communication with CDFA regarding project progress during the Grant Agreement term. This includes but is not limited to:

- Notification of changes to project implementation, timelines, and contractors.
- Notification of issues affecting project progress.
- Responding to requests for project status updates and revised work plans.

Allowable Costs

A cost is allowable if it directly relates to the implementation of the awarded project and is incurred solely to advance work under the Grant Agreement SOW. Allowable costs must be allocable, necessary, and reasonable to the project. All funds must be accounted for and shall only be used for pre-authorized purposes.

Allowable costs may include supplies, materials, equipment, contractor/consultant services, and other costs associated with the implementation of the community resilience center as described below:

- Supplies: Supplies and materials are items with an acquisition cost of less than \$5,000 per unit and have a useful life of less than one year.
- Equipment: Equipment is an article of nonexpendable, tangible personal property and has a useful life of more than one year and a purchase cost that equals or exceeds \$5,000 per unit.
- Contractor/Consultant: Contractor fees are limited to labor for the installation of the project. Consultant fees are for a specific and identifiable service that is directly related to the project implementation. Compensation for individual contractor/consultant fees must be reasonable and consistent with fees in the marketplace for the same or similar service.
- Design and Engineering: Design and engineering costs, including those provided by contractor/consultant up to 5% of the total amount requested are allowable. Compensation for design and engineering fees must be reasonable and consistent with fees in the marketplace for the same or similar services.
- Building and Construction: Expenses for materials, equipment, labor, and other expenses needed for the construction of the project. Lumber, steel, plumbing, electrical, and masonry costs are some examples.
- Other Costs: Other direct costs and expenses for implementing the project not covered in any of the previous categories.

Expenditures must conform to the CRC Program requirements, as specified in the <u>Request for Grant Applications Guidelines</u>, be made in compliance with federal and state laws and regulations as applicable, and be:

• Necessary and reasonable for proper and efficient performance and administration of the project.

- Easily identifiable to a specific project activity and tracked separately from other funding sources.
- Determined in accordance with generally accepted accounting principles.
- Authorized or not prohibited under federal, state, and local laws, regulations, and ordinances.

Note: all project expenses billed to the CDFA CRC Program project must be paid by the recipient prior to reimbursement, and must be supported with proper documentation including, but not limited to a copy of cashed check(s) or receipts of wire transfer(s) of payment, or reference number(s) of specific transaction made toward these payments.

Unallowable Costs

A cost is unallowable if it does not comply with program requirements or other terms and conditions in the Grant Agreement. A cost is also unallowable if is:

- 1) Is covered by another Federal or State grant program.
- 2) Is not directly related to the implementation of a community resilience center.
- 3) Is not supported with adequate proof of payment (e.g., receipts, invoices, etc.) documentation.

Unallowable costs will not be reimbursed. Questions regarding allowable costs should be directed to the CDFA Grant Manager.

Unallowable expenses may include, but are not limited to:

- Costs incurred outside of the proposed Grant Agreement term.
- Costs that are not directly related to the implementation of the community resilience center.
- Direct and/or indirect expenditures for purchasing or leasing land and/or buildings.
- Administrative and overhead costs including indirect costs for general management.
- Operational costs, such as service contracts and regular maintenance expenses.
- Costs associated with travel (e.g., hotels, flights, per diem, etc.)
- Costs associated with the mitigation of potential adverse impacts (i.e., California Government Code Section 16428.86(a)).

Matching Funds

Matching funds are a portion of project costs not borne by the CRC Program grant. Matching contributions include allowable costs (i.e., supplies and materials, equipment, contractor/consultant fees, and other associated project costs) incurred that are directly related to the implementation of the community resilience center.

In-kind contributions are donated goods and services for which fees or wages would ordinarily be paid or provided to the applicant. In-kind contributions include contributions in the form of project installation (labor), pre-development activities conducted prior to the project term, and donated supplies, materials, or equipment necessary to the project. In-kind contributions must not exceed 25% of the total matching contribution to the project.

For donated services, the project team members and contractors/consultants performing the service must have the proper licenses/certificates required in their respective disciplines. (For in-kind contributions to be considered an allowable match for services donated to a project, refer to Timekeeping Requirements.)

Recipients must have a mechanism in place to track costs associated with CRC Program activities that are readily distinguishable from all other matching funding sources.

Recipients are required to report matching funds expenditures, and therefore, must maintain all financial records associated with matching funds contributed to the project. Recipients must report matching funds to date with all invoices submitted to CDFA and include supporting financial documentation (examples include, but are not limited to, receipts and invoices) to substantiate matching funds contributed to the project. Matching funds must be supported with proper documentation.

Contractors/Consultants

Recipients may contract for services that cannot be performed by staff employed by the Recipient. Generally, these services are for a short-term period and provide a specific and identifiable product or service.

Recipients are responsible for ensuring their contractors/consultants comply with all applicable federal, state, and local laws, regulations, and ordinances. Moreover, all contractors/consultants must have the proper licenses/certificates required for their respective disciplines.

If adding or changing a contractor/consultant, Recipients must provide reasonable notice to the Grant Analyst.

Timekeeping Requirements

Activity reports or timesheets must be submitted to support salary, wages, and fringe benefit expenditures charged to CRC Program Grants or contributed to the project as match/in-kind contributions. Each report must account for the total activity for which each employee is compensated, as well as hours worked on a particular CRC Program grant project. Costs not supported by timekeeping requirements are potentially unallowable.

Permits, Licenses, Agreements, and Approvals

Recipients must obtain and maintain any and all permits, licenses, agreements, and approvals required for the project.

Recipients are required to notify the CDFA Grant Manager in writing regarding the status of all necessary permits, licenses, agreements, and approvals. Furthermore, once

permits, licenses, agreements, and approvals are issued, the Recipient is required to provide a copy to the CDFA Grant Manager.

Recipients must demonstrate compliance with the California Environmental Equity Act (CEQA) and all applicable permits within one (1) year of Grant Agreement execution.

If there are issues or unforeseen circumstances resulting in delays in obtaining required permits and licenses, Recipients must notify the CDFA Grant Manager immediately in writing.

Notifications of Problems and Delays

Upon discovery of problems, delays, or adverse conditions that will materially affect project implementation, the Recipient must immediately notify CDFA in writing.

Examples include, but are not limited to:

- Inability to complete any portion of the project installation according to the Grant Agreement SOW.
- Inability to obtain the necessary permits or licenses to construct the community resilience center.
- Substituting supplies, materials, or equipment identified in the SOW.
- Change in project technologies.
- Inability of contractor/consultants to perform work resulting in activities delayed or eliminated.

Scope of Work Revisions

Scope of Work revisions may be required when project modifications are essential to complete project implementation. Requests for revisions must be made in writing by providing detailed information explaining the need and how the change affects the project implementation.

Examples of project changes requiring a SOW revision include, but are not limited to:

- Change in project design.
- Modifications or material changes to any technical aspect of a project.
- Addition or deletion of activities and/or deliverables outlined in the SOW.
- Budget revisions.
- Changes of Recipient organization name or organizational status.
- Changes in the status of the Project Manager, such as withdrawing from the project entirely, being absent during any continuous period of three months or more, or reducing the time base by 25% or more.
- Changes to project partners and/or project team members.

Recipients must obtain approval from CDFA before proceeding with revision to the SOW. Changes that result in an incomplete community resilience center within the Agreement term will not be approved.

Budget Revisions

For SOW revisions that also require adjustments to the CDFA approved project budget, a Line-Item Shift Request Form must be submitted in advance for CDFA approval. Follow instructions under the Financial Management, Line-Item Shift Request section to request a budget revision.

The Line-Item Shift Request must be accompanied by a revised CDFA Budget Template. A total project budget cannot be increased or decreased through this process.

Financial Management

Recipients are accountable for all grant funds awarded and must ensure all funds are used solely for their authorized purposes. Recipients must maintain financial supporting documentation (i.e., receipts, and invoices) for all project expenditures. Accordingly, Recipients must provide financial supporting documentation for both expenditures submitted to the CDFA Grant Manager for reimbursement and matching funds contributed to the project.

Payment Methods

There are two types of methods for allowable costs incurred – advance payments and reimbursement request payments. It may take up to 45 days from the date the invoice or advance payment request is received for a check to be issued by the California State Controller's Office on behalf of CDFA.

Advance Payments

Recipients may be eligible to receive an advance payment to cover anticipated project expenditures, subject to the provisions of section 316.1 "Advance Payments" of the <u>California Code of Regulations</u>, <u>Division 1</u>, <u>Chapter 5</u>. Advance payments may not exceed the amount necessary for a three-month period. Advance payments are not allowed under the following circumstances:

- An existing advance is not completely liquidated;
- The advance will reduce the project below 10 percent of the total award amount;
- There is an invoice dispute;
- There is a pending resolution of an audit or desk review finding of overpayment, unallowable costs, inadequately supported, unsupported costs;
- The project is not current in invoicing or reporting;
- The project is in the final three months of the project agreement term; and/or

• Additional conditions, law, or program specific requirements imposed prohibit an advance payment.

Advance Payment Request

Advance payment requests are processed once a month. To ensure timely processing of an advance payment request, the Recipient must do the following:

- Estimate the advance amount needed for up to a three-month period;
- Complete an Advance Payment Request form and provide justification (e.g., cash flow issues); and,
- Submit the Advance Payment Request form and justification to the CDFA Grant Manager no less than two business days before the end of each month.

The California State Controller's Office issues the advance payment check. Upon receipt of the advance payment, funds must be deposited into a federally insured, interest-bearing account that provides the ability to track interest earned and withdrawals.

The Recipient must minimize the time elapsing between receipt of the advance payment and disbursement of the advance payment funds.

Reimbursement Requests

Recipients must submit reimbursement requests and corresponding invoices to the CDFA Grant Manager for reimbursement of actual expenditures incurred to implement the CRC Program project. Reimbursement requests and invoices must be submitted at least quarterly and must include all financial supporting documentation to substantiate CRC Program expenses. The quarterly periods will start when the project term begins.

Reimbursements must be requested on the reimbursement request template provided by the CDFA Grant Manager. The reimbursement request templates must be complete and signed. Digital signatures will be accepted. The complete packages must be emailed to the CDFA Grant Manager at <u>crcprogram@cdfa.ca.gov</u>.

When to Submit Reimbursement Requests

Reimbursement requests and corresponding invoices are due no later than 30 days after the quarterly invoice period. Invoices and reimbursement requests are required on a quarterly basis, at a minimum, regardless of whether or not project costs are incurred during the period.

Final reimbursement requests are due no later than 30 days following the expiration of the Grant Agreement term or after the project is complete, whichever comes first.

Invoices and financial supporting documentation submitted to the CDFA Grant Manager will be reviewed for completeness and accuracy. The CDFA Grant Manager will promptly notify the Recipient of any incompleteness or deficiencies, which appear on the reimbursement requests. Once the incompleteness or deficiencies are corrected, the CDFA Grant Manager will process the invoice for payment as long as the accompanying quarterly progress report is deemed satisfactory. It may take 30 to 45 days from the date the invoice is approved for a payment check to be issued by the State Controller's Office.

Completing a Reimbursement Request Form

The CDFA Grant Manager initiates each reimbursement request cycle by generating an electronic reimbursement request form. The CDFA Grant Manager emails Recipients the reimbursement request form with the Grant Agreement Number, Billing Period, Recipient Name, Project Title, Invoice Number, and the Project Budget. Recipients complete the following information and return it to the CDFA Grant Manager:

- Amount Requested Dollar amount requested by budget category.
- Preparer's Signature and Information Signature, phone number, email address of preparer, and date prepared.
- Matching Funds Matching Funds, In-Kind Contributions, State/Federal Funds, and Other Funds: Dollar amount contributed for each project cost.
- Authorized Signature and Information (individual authorized on the Grant Agreement) Signature, phone number, and email address of the authorized representative.

No Expenditure Reimbursement Request

If no expenses were incurred during the quarter, the Recipient checks the "NO EXPENDITURES" box, signs, dates, and returns the reimbursement request template to the CDFA Grant Manager. Reimbursement request forms with no expenditures must be accompanied by an explanation of why costs were not incurred during the billing period.

Final Reimbursement Request

Recipient marks "Final Invoice" in the Invoice Number area on the reimbursement request form, indicating all payment obligations have been met and no further payments are due.

Line-Item Shift Request

When adjustments to the project result in the need to shift funds from one budget lineitem to another, Recipients are required to complete and submit a Line-Item Shift Request Form to the CDFA Grant Manager. Recipient must enter the following:

- The current approved budget values (these amounts should be taken from the most recent approved reimbursement request form, Project Budget column).
- The amount of funds shifted from a budget category as a negative by using brackets "()", and the amount of funds shifted to a budget category as a positive amount by using a plus sign "+".

The Line-Item Shift Request must be accompanied by a revised CDFA Budget Template. The total project budget cannot be increased or decreased through this process.

Withholds

Withhold Payment Notification

Upon discovery of an invoice discrepancy or material issues adversely affecting project implementation, the CDFA Grant Manager will issue a Withhold Payment Notification to delay payment of an invoice and reimbursement request. The Withhold Payment Notification describes the reason for withholding payment and what actions may be required. Within ten (10) calendar days from receipt of the Withhold Payment Notification, the CDFA Grant Manager will contact the Recipient for purposes of resolving any issues. Invoices and reimbursement requests are processed once all issues are resolved.

Withhold Pending Closeout

CDFA will withhold 10% of the Grant Agreement award funds until approval of the Final Invoice and Final Performance Report, and/or resolution of any performance issues or audit findings.

Suspension of Payments

If a Recipient is not compliant with the Grant Agreement terms and conditions, CDFA may suspend reimbursement. Upon discovery of any violations of the Grant Agreement terms and conditions, Recipient will be advised in writing of the terms breached and the reasons for imposing suspension of payments.

A determination of breach shall be appealed in writing and mailed to: California Department of Food and Agriculture Attn: Legal Hearing and Appeals Office 1220 N Street, Suite 400 Sacramento, CA 95814

Or submitted via email to: <u>CDFA.LegalOffice@cdfa.ca.gov</u>

The appeal must include a copy of the notification name of the Recipient Organization, the Grant Agreement number, the title of the project, and the reasons the action should not be imposed, including any documentation to support the appeal, and the signature of the authorized representative. Appeals must be postmarked (date stamped if via email) within 10 calendar days of the date of the notification of the action from CDFA. Appeals not received within this timeframe will be denied. The action specified in the notification remains in effect while the appeal is under review.

Reporting Requirements

Progress Report

Recipients are required to submit quarterly reports no later than 30 days after each reporting period ends. The progress report is used to identify tasks and activities achieved (including, but not limited to progress on construction activities, permitting, licensing, and/or agreement status, equipment purchased), potential concerns or delays, matching funds expended to date, and any other pertinent information during the reporting period.

Final Verification

Recipients must notify the CDFA Grant Manager in writing that the project implementation is complete. Once CDFA is notified that projects are complete, the Recipient will be contacted within 30 days to schedule a site visit to complete the verification requirement. The purpose of the final verification is used to verify proper completion of the project according to the approved SOW and to summarize project accomplishments. In addition, the Grant Manger will take photographs to document project completion. The Recipient or a documented authorized representative must be present during the time of verification.

Final Performance Report

Recipients are required to submit a Final Performance Report no later than 30 calendar days following the expiration of the Grant Agreement or after the Final Verification is complete, whichever comes first.

Post-Project Completion Requirements

Although the CRC Program is supported by California State Budget General Funds, projects are expected to serve the residents of their communities within one (1) year of project completion and be used and maintained for a minimum of 10 years.

Tracking Performance

CDFA can conduct a performance audit and/or Critical Project Review upon reasonable notice at any time during the project term. The purpose is to review financial records and project documentation to ensure the CRC Program funds are used for their intended purpose and the project is meeting the deliverables as approved in the SOW, specifically related to the Work Plan and Budget.

Financial Review

All invoices submitted to the CDFA Grant Manager are subject to a financial compliance desk review by a CDFA auditor. The purpose is to review financial records and documentation, including matching and in-kind contribution records, to ensure CRC Program funds are used for their intended purposes in compliance with the Procedures Manual, as well as the Grant Agreement terms and conditions. Documentation may include but is not limited to, invoices/receipts for operating costs, contractor/consultant invoices and agreements, timesheets and payroll records, travel receipts, and permitting fees.

CDFA may take one or more of the following remedies for failure to comply with state laws and regulations, Grant Agreement terms and conditions, grant program requirements, and/or the Manual:

- Disallowance of costs for all or part of the cost of the activity or action not in compliance, or for the invoicing or reporting period not in compliance;
- Withdrawal of authorized personnel approval;
- Withholding of payments;
- Recovering of grant funds paid to the Recipient;
- Imposition of additional conditions; and,
- Suspension or termination of the Grant Agreement.

Project Closeout

Before the Grant Agreement is closed, CDFA will review the Critical Project Review Report, Final Performance Report, Final Invoice, and ensure resolution of any project concerns. CDFA will withhold 10% of the Grant Agreement amount pending resolution of any issues. A closeout letter and final payment will be issued when a resolution is complete.

Records Retention

Recipient must retain supporting financial records, project records, and any other relevant supporting documents for a period of three (3) years from the date the Grant Agreement is closed or until final resolution of any litigation related to the grant.

Records that must be retained include:

- Actual expenditure invoices of supplies and materials and equipment charged to grant fund.
- Contractor/consultant reimbursement claims for work performed on the project.
- Permits, licenses, approvals, and agreements obtained for project implementation.

All other supporting financial documentation related to the Grant Agreement.

Appendices

Appendix A – Advance Payment Request Form

Appendix B – Reimbursement Request Form

Appendix C – Project Progress Report Form

Appendix D – Line-Item Shift Request Form

Appendix E – Final Performance Report

Make Check Payable To:

Attn:

Address:



State of California Department of Food & Agriculture Marketing Division Fairs & Expositions Branch CRC - 001 (Rev. 11/23) **Appendix A**

CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

California Department of Food and Agriculture Community Resilience Centers Program Advance Payment Request Form

Submit To:

STATE OF CALIFORNIA California Department of Food and Agriculture Marketing/Fairs & Expositions 1220 N Street Sacramento, CA 95814

The Advance Payment Request may take up to 45 calendar days to

process. COMPLETE ITEMS 1-10 BELOW

1. GRANTEE NAME (AS IT APPEARS ON GR	ANT AGREEMENT)	2. GRANT AGREEMENT #	3. ADVANCE PAYMENT REQUEST #					
4. PROJECT END DATE	5. ADVANCE PERIOD		6. AMOUNT REQUESTED\$					
(mm/dd/yy)	From throug	gh (mm/yy)						
7. JUSTIFICATION FOR REQUEST (Please b	e as detailed as possibl	e.)						
8. PRINT NAME AND TITLE OF AUTHORIZED	DEST							
9. AUTHORIZED SIGNATURE		10. DATE						

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		-		•	•	SUPPL	IER ID	•	•	•		-			•		VEND	OR ID	•				
C	DFA	Auth	orized	d Ap	orove	er	CDFA	Aut	horize	ed Sig	gnatu	ire		Date	Э		-	Grai	nt Spe	eciali	st Initio	als	Date

Attn: Address: Grant Agreement Number:						Denc		•
Attn: Address: Grant Agreement Nu						111	הפהמוווופווו מו נסממ ע אפוורמוומפ	griculture
Address: Grant Agreement Nu			Cufa				Marketin	Marketing Division
Grant Agreement Nu							rairs & expositions brancr CRC - 001 (Rev. 11/23)	ns Brancr v. 11/23)
Grant Agreement Nu			CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE	INT OF			Apr	Appendix B
Grant Agreement Nu		California De Commun Rein	lifornia Department of Food and Agriculture Community Resilience Centers Program Reimbursement Request Form	and Agricultur ers Program st Form	Û			
	nber:		Grant A	Grant Award Amount: \$	s:			
Project Name:			Invoice Date:	Date:		Invoice #:	• #:	
Recipient Name:			Billing Period:	eriod:		, , , ,		
Bill to: Fairs & Expositions t	Bill to: Fairs & Expositions Branch, CA Department of Food & Agriculture - 1220 N St	ulture - 1220 N Street, 3	reet, Sacramento, CA 95814 C/O Sofia Goss	C/O Sofia Goss		(Month/Year to Month/Year)	ear)	
	Total Approved Project Budget		Invoiced to Date		Amount Requested	Ren Ba	Remaining Balance	
A DESIGN	DESIGN DEVELOPMENT	\$0.00	\$0.00		\$0.00		\$0.00	
B CONSTR	CONSTRUCTION DEVELOPMENT	\$0.00	\$0.00		\$0.00		\$0.00	
C BIDDING	BIDDING PROCESS	\$0.00	\$0.00		\$0.00		\$0.00	
D CONSTR	CONSTRUCTION	\$0.00	\$0.00		\$0.00		\$0.00	
	Totals:	\$0.00	\$0.00		\$0.00		\$0.00	
	Matchi	Matching Funds (to be u	Amount to be Paid: be used during this billing period)	Amount to be Paid: g this billing period):	\$0.00 \$0.00	10% WITHHOLD:	WITHHOLD: \$0.00 NO EXPENDITURE FINAL REIMBURSEMENT	
I certify that the amount requ	certify that the amount requested is for actual and allowable expenditures incurred for CDFA Community Resilience Centers Program activities performed in accordance with the Agreemen provisions.	es incurred for CDFA Cor	mmunity Resilience Cente	ers Program activiti	ies performed in acco	rdance with the Ag	greemen provisions.	
PREPARER'S SIGNATURE	PHONE	PHONE NUMBER	EMAIL ADDRESS	DRESS			DATE	
AUTHORIZED SIGNATURE (REQUIRED)		PHONE NUMBER	EMAIL ADDRESS	DRESS			DATE	
		FO	FOR STATE USE ONLY					
\$ AMOUNT	STATE HSCAL YEAR	REVIEWER'S INITIALS & DATE	IE	ACCOUNT CODE	PRO	PROGRAM CODE	AGENCY USE CODE	
CDFA AUTHORIZED APPROVER	X CDFA AUTHORIZED SIGNATURE	DATE		SPEED CHART	ACI	ACTIVITY ID	PROJECTID	

		State of California
Codfa		Department of Food & Agriculture Marketing Division
Cuia		Fairs & Expositions Branch
CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE		CRC-002 (Rev. 11/23)
California Depo	artment of Food and Agriculture	Appendix C
	Resilience Centers Program Progress Report	
Grant Agreement Number:	Grant Award Amount: \$	
Project Name:	Date Prepared:	
Recipient Name:	Progress Report Number:	
Address:	Phone:	
Email:	Project Manager Name:	
Billing Period: to	Pictures Attached: (Y/N)	
Within Budget (Y/N):	On Time (Y/N):	
	1	
Project Status/Work Performed During this Billing Period (If no pr	rogress, please explain):	
Unexpected Issues, Delays or Circumstances (Such as weather	r, equipment/material delays, etc.):
If No Expenditures Incurred, Please Explain:		
Additional Comments:		
	Completed By :	
-	itle:	
A	Approved By :	
Т	itle:	



State of California Department of Food & Agriculture Marketing Division Fairs & Expositions Branch CRC - 003 (Rev. 11/23) Appendix D

California Department of Food and Agriculture Community Resilience Centers Program Line-Item Shift Request

Grant Agreement Number:	Grant Award Amount: \$
Project Name:	Date Prepared:
Recipient Name:	Preparer's Name:
lustification:	

Project Budget Categories	Current Project Budget (from approved Budget Narrative)	Line-Item Shift Revision enter negative amount (-) enter positive amount (+)	Revised Project Budget
	(A)	(B)	(A+B)
A DESIGN DEVELOPMENT			
1. Printing/Postage/Misc. Office Supplies	\$0.00	\$0.00	\$0.0
2. Professional Services	\$0.00	\$0.00	\$0.
3. Design Development Contingency	\$0.00	\$0.00	\$0.
4. Project Management	\$0.00	\$0.00	; \$0.
B CONSTRUCTION DEVELOPMENT			
1. Printing/Postage/Misc. Office Supplies	\$0.00	\$0.00	\$0.
2. Professional Services	\$0.00	\$0.00	\$0.
3. Agency Review Fees	\$0.00	\$0.00	\$0.
4. CD Contingency	\$0.00	\$0.00	\$0
5. Project Management	\$0.00	\$0.00	\$0
C BIDDING PROCESS			
1. Printing/Postage/Misc. Office Supplies	\$0.00	\$0.00	\$0
2. Professional Services	\$0.00	\$0.00	\$0.
3. Bidding Process Contingency	\$0.00	\$0.00	\$0
4. Project Management	\$0.00	\$0.00	\$0
D CONSTRUCTION			
1. Printing/Postage/Misc. Office Supplies	\$0.00	\$0.00	\$0
2. Professional Services	\$0.00	\$0.00	\$0
3. Materials/Supplies/Equipment	\$0.00	\$0.00	\$0
4. Construction Contract	\$0.00	\$0.00	\$0
5. Construction Project Contingency	\$0.00	\$0.00	\$0
6. Project Management	\$0.00	\$0.00	\$0
TOTAL	\$0.00	\$0.00	\$C
		(Must Net Zero)	(Must Equal) Award Amount
uthorized Official			
REPARER'S SIGNATURE	PHONE NUMBER		
uthorized signature (required)		DATE	
	FOR STATE USE ONLY		
Approved	LISR #10%	LISR #2	0%
Not Approved	LISR #30%	LISR #4	0%
DFA Authorized Signature:		Date:	

State of California Department of Food & Agriculture cdfa Marketing Division Fairs & Expositions Branch CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE CRC - 004 (Rev. 11/23) Appendix E California Department of Food and Agriculture **Community Resilience Centers Program Final Performance Report** Recipient Name: Project Name: Grant Award Amount: \$ Give a brief summary of the organization, the objectives of the project, and how these objectives were accomplished. Was the project successfully completed within budget and timeframe? Is the project functioning as designed? Describe any problems and/or concerns that may have arisen during the course of this project and the corrective actions that were taken. List any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project. List any relevant attachments to this report, including photographs, news articles, fliers, etc. Also, provide any additional comments. certify that this Verification Report is accurate and that this project is in compliance with the agreement. I further certify that any expenditure discussed in this report is allowed under the Agreement and that all funds were expended for the purposes of the project. Completed By: Title: Approved By: Title: