



# CITY OF CLEARLAKE

City Council

## STAFF REPORT

**SUBJECT:** Authorization of the Clean CA Subrecipient Agreement with Citizens Caring 4 Clearlake

**MEETING DATE:**  
September 7, 2023

**SUBMITTED BY:** Kathy Wells, Finance Director

**PURPOSE OF REPORT:**  Information only  Discussion  Action Item

### WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve a Clean CA Grant Subrecipient Agreement with Citizens Caring 4 Clearlake (CC4C) for community clean up days, educational program materials, and mural projects in the previously approved and budgeted amount of \$340,892.58.

### BACKGROUND/DISCUSSION:

In FY 2022-23, the City of Clearlake was awarded \$1.56 million dollars of the Clean CA Grant through the California Department of Transportation and the Council approved a Clean CA Subrecipient Agreement with Lake County Rural Arts Initiative to manage mural projects, community dump days and educational programs. To date, approximately 91,300 square feet of public space and 63 cubic yards of litter have been collected through community dump days and community clean ups and three murals have been installed along businesses on the downtown corridor. Additionally, an anti-littering educational campaign has been implemented at both Burns Valley Elementary and Pomo Elementary.

Moving forward, staff recommends working with the newly reformed CC4C, now a 501(c)(3), to complete the project. CC4C will manage the completion of additional murals, and continue to facilitate community dump days, community clean-ups, and the anti-littering educational campaign at the local elementary schools.

These projects will continue to work in conjunction with the Main Street projects to harmonize ideas, concepts and outcomes.

### OPTIONS:

1. Move to approve a Clean CA Grant Subrecipient Agreement with CC4C for community cleanup days, educational program materials, and mural projects in the amount not-to-exceed \$340,892.58.
2. Other direction

### FISCAL IMPACT:

None  not-to-exceed \$340,892.58 Budgeted Item?  Yes  No

Budget Adjustment Needed?  Yes  No      If yes, amount of appropriation increase: \$

Affected fund(s):  General Fund  Measure P Fund  Measure V Fund  Other: 356

Comments:

**STRATEGIC PLAN IMPACT:**

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

**SUGGESTED MOTIONS:**

Move to approve a Clean CA Grant Subrecipient Agreement with CC4C for art project development in the amount not-to-exceed \$340,892.58.

- Attachments:**      Clean CA Grant Subrecipient Agreement with Citizens Caring 4 Clearlake

## City of Clearlake

### STANDARD SUBRECIPIENT AGREEMENT FOR CALTRANS-FUNDED PROJECTS BETWEEN THE CITY OF CLEARLAKE AND CITIZENS CARING 4 CLEARLAKE (CC4C)

Program Year 2022-2024

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Clearlake, whose address is 14050 Olympic Dr., Clearlake, CA 95423 (hereinafter referred to as the "City"), and

Subrecipient Name	Address
CC4C (Citizens Caring 4 Clearlake)	PO Box 867 Clearlake Oaks, CA 95423
Title of Project	Amount of Grant
Clean CA Grant	\$340,892.58

**WHEREAS**, the City has applied for and received funds ("Funds") from the Government of the United States under Title I of the Housing and Community Development Act of 1974; and

**WHEREAS**, the City, as an entitlement grantee under the Caltrans program ("Caltrans Program") per 24 CFR 570 Subpart "D", wishes to engage the Subrecipient to assist the City in utilizing such Funds;

**NOW, THEREFORE**, in consideration of the covenants, terms, conditions, and provisions set forth in this Agreement, the parties agree:

1. **DEFINITIONS:** As used in this Agreement:

- A. "Subrecipient" means a public or private nonprofit agency, authority, or organization, or a for-profit entity authorized under 24 CFR 570.201(o), receiving Caltrans funds from the City.
- B. "Contractor" means an entity other than the Subrecipient that furnishes to the City or Subrecipient services or supplies (other than standard commercial supplies, office space or printing services).
- C. "City" means City of Clearlake.
- D. "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of more than \$300 per unit.

- E. "Real Property" means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.
- F. "Supplies" means all expendable tangible personal property other than *equipment* as defined in this part.
- G. "RGA" means the Clean CA Restricted Grant Agreement between Caltrans and the City of Clearlake.
2. SCOPE OF SERVICES: The Subrecipient shall perform all services according to the Scope of Services attached as Exhibit "A" and made part of this Agreement.
3. BUDGET: The Subrecipient shall provide all services described in Exhibit "A" and made part of this Agreement. The City may require a more detailed budget breakdown than the one included herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by the City and the Subrecipient.
4. TERM OF AGREEMENT: This Agreement shall commence on the \_\_\_ day of \_\_\_, 2023, and end on the 30<sup>th</sup> day of June, 2024. All work shall be completed by June 30<sup>th</sup>, 2024 with closeout being completed no later than 60 days after. The Subrecipient agrees to comply with reversion of assets requirements set forth under 24 CFR 570.503(b)(7) as well as usage requirements for real property acquired or improved in whole or in part using funds in excess of \$25,000 as set forth under 24 CFR 570.505.
5. AMENDMENTS: The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by their duly authorized representatives. Such amendments shall not invalidate this Agreement, nor relieve or release any party from its obligations under this Agreement. At any time during the term of this Agreement, the City, in its discretion, may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for any other reasons. If such amendments result in a change in the funding, the scope of Services, or schedule of, the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by the parties.
6. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this Agreement shall be performed in accordance with the approved Scope of Services, the approved Budget, and the Grant Conditions.
7. SUBCONTRACTING: The performance covered by this Agreement shall not be subcontracted, assigned, or delegated without the prior written consent of the City. The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance.
8. PAYMENT: It is expressly understood and agreed that in no event will the City's payment to the Subrecipient exceed **\$340,892.58** (USD) for full and complete satisfactory performance of this Agreement. Full and complete satisfactory performance shall include complying with the Scope of Services, showing accomplishments consistent with goals, and fulfilling this Agreement as provided in accordance with the terms and conditions contained herein and in accordance with the provisions of this agreement and authorized by Caltrans in the Restricted Grant Agreement (RGA) with the City of Clearlake.

With the exception of certain advances, payments will be made only for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

If funding for any fiscal year is reduced or deleted by the US Congress or State Legislature of Caltrans for the purposes of this program, the City shall have the option to either terminate or reduce this agreement with no liability.

- A. UNIFORM ADMINISTRATIVE REQUIREMENTS: The Uniform Administrative Requirements Cost Principles and Audit Requirements for Federal Grants identified in 2 CFR 200 or the related Caltrans provision.
- B. DOCUMENTATION OF COSTS: All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- C. EQUIPMENT PURCHASES: Equipment purchased with Caltrans funds shall require prior approval by the City. Plans to purchase equipment must also be documented in the Subrecipient's application budget. The Subrecipient must document all equipment costs, in addition to keeping an up-to-date inventory of all equipment that includes, as necessary, a schedule of depreciation for each piece of equipment.
- D. REQUESTS FOR PAYMENT: All requests for funds shall identify the corresponding budget line item. The Subrecipient shall certify that its financial management system complies with the standards in 2 CFR 200.302. The Subrecipient shall submit all requests for funds in a timely manner.
- E. RESTRICTION ON DISBURSEMENTS: No money under this Agreement shall be disbursed by the Subrecipient to any contractor except pursuant to a written contract which incorporates the applicable requirements of this Agreement and City/ Caltrans regulations and unless the contractor is in compliance with City/Caltrans requirements for applicable accounting and fiscal matters as described herein.
- F. RECORDS:

(1) Establishment and Maintenance of Records:

The Subrecipient shall maintain all records required by the Federal regulations that are pertinent to the activities to be funded under this Agreement. Records shall be maintained in accordance with requirements prescribed by Caltrans or the City with respect to all matters covered by this Agreement. The Subrecipient's files shall be orderly, comprehensive, secured for confidentiality where necessary, and up-to-date. The Subrecipient shall establish a process for determining which records need to be retained and for how long. Except as otherwise authorized by City, such records shall be maintained for a period of five (5) years after final closeout of the grant by the City, or longer if there is ongoing action that concerns the records. Records shall include:

- (a) Records providing a full description of the activity undertaken;
- (b) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with Caltrans assistance;
- (c) Financial records

(2) Retention:

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to Caltrans in which the activities assisted under the Agreement are reported on for the final time. Close-outs:

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed by November 1, 2024.

9. RETENTION OF RECORDS/AUDITS:

- a. Subrecipient, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. Subrecipient, its contractors, and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of Agency, its contractors, subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Subrecipient, its contractors, subcontractors, and sub-recipients connected with Project performance under this agreement shall be maintained for a minimum of three (3) years from date of final payment to Subrecipient and shall be held open to inspection, copying, and audit by representatives of Caltrans, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by Subrecipient, its contractors, and subcontractors upon receipt of any request made by Caltrans or its agents. In conducting an audit of the costs and match credits claimed under this agreement and the Restricted Agreement between City and Caltrans, Caltrans will rely to the maximum extent possible on any prior audit of Agency pursuant to the provisions of State and Agency law. In the absence of such audit, any acceptable audit work performed by Agency's external and internal auditors may be relied upon and used by Caltrans when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and Agency law in connection with the performance of Subrecipient's contracts with third parties pursuant to Government Code Section 8546.7, Subrecipient, its contractors, and subcontractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment from Caltrans to City under the Restricted Grant Agreement between the City and Caltrans. Caltrans, the California State Auditor, or any duly authorized representative of Caltrans or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and Agency shall furnish copies thereof if requested.
- d. Subrecipient, its contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by Caltrans, for the purpose of any investigation to ascertain compliance with the Restricted Grant Agreement between the City and Caltrans.
- e. Any contract with a contractor, subcontractor, or subrecipient entered into as a result of the Restricted Grant Agreement between the City and Caltrans shall contain all provisions of this article.

10. NOTICES: All notices, correspondence, and other communications concerning this Agreement shall be directed to the parties' duly authorized representatives at the addresses set forth below or at any

other addresses as may be noticed, in writing. Any notice required to be given to the Subrecipient shall be deemed to be duly and properly given if mailed to the Subrecipient, postage prepaid, addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, CA 9\_\_\_\_\_

Required notice may also be personally delivered to the Subrecipient at such address or at such other addresses as the Subrecipient may designate in writing to the City.

Any notice required to be given to the City shall be deemed to be duly and properly given if mailed to the City, postage prepaid, addressed to:

**City of Clearlake**  
**ATTN: Kathy Wells, Director of Finance**  
**14050 Olympic Dr.**  
**Clearlake, CA 95422**

Required notice may also be personally delivered to the City at such address or at such other addresses as the City may designate in writing to the Subrecipient.

11. TERMINATION OF AGREEMENT:

A. Upon thirty days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Subrecipient. In the event of termination, Subrecipient shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Subrecipient delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Subrecipient or prepared by or for Subrecipient or the City in connection with this Agreement.

B. The Subrecipient may propose to terminate this Agreement in whole or in part, for good cause only by giving at least thirty (30) days written notice specifically stating the cause for such requested termination. Any such request for termination shall be subject to the written approval of the City, acted upon by the City within ten (10) days of receipt of the notice of request to terminate. The decision of the City shall be final and conclusive, provided that such approval shall not be unreasonably withheld.

12. PROGRAM CLOSEOUT: The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to, making final payments, disposing of Caltrans Program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.

13. USE AND REVERSION OF ASSETS: Upon the expiration, cancellation, or termination of this Agreement, the Subrecipient shall transfer to the City any Funds on hand at the time of expiration and any accounts receivable attributable to the use of City Funds. With respect to any real property under the Subrecipient's control that was acquired or improved in whole or in part with City Funds refer to the requirements identified under 21(M) – PROPERTY OWNERSHIP AND PROCUREMENT of the RGA between Caltrans and City.

14. COPYRIGHTS: Subrecipient agrees to obtain an Artist Release Form from all artists associated with the Project. If this Agreement results in a publication or other copyrightable material, the author may copyright the work, but the City and Caltrans reserve royalty free, nonexclusive, and irrevocable licenses to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all

material which can be copyrighted. Subrecipient acknowledges that City provided a “Before” photograph of the Project with the City’s application for the Clean California Local Grant Program. Subrecipient acknowledges and agrees that City must provide an “After” photograph of the Project as part of the close out reporting process.

- a. City warrants it is the copyright owner of the “Before” and “After” Project photographs.
- b. Neither the “Before” nor “After” Project photographs shall include faces of any individuals.
- c. Subrecipient grants to City and Caltrans an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print of the “Before” and “After” Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- d. When applicable, Subrecipient shall obtain and provide to Caltrans any and all documentation Caltrans reasonably determines is necessary or desirable to perfect the license described in the Restricted Grant Agreement between the City and Caltrans. This documentation shall be provided to Caltrans within fifteen (15) days of written notice that this documentation is required.
- e. Limited Grant of Rights to Caltrans for Use of Educational Programming (“educational programming”) Created or Produced for Project and Visual Art Located Outside of State Right-of-Way (“Artwork”) Created or Produced for Project
  - i. Educational programming: Agency shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for the Project under the Restricted Grant Agreement between the City and Caltrans , or derivatives thereof, for non-commercial purposes or any State government purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. Agency shall obtain any and all other intellectual property rights necessary to make this grant to Caltrans as described in the Restricted Grant Agreement between the City and Caltrans.
  - ii. Agency grants to Caltrans an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under the Restricted Grant Agreement between the City and Caltrans, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication.
  - iii. When applicable, Agency shall obtain and provide to Caltrans any and all documentation Caltrans reasonably determines is necessary or desirable to perfect the license or sublicense described in this Restricted Grant Agreement between the City and Caltrans. This documentation shall be provided to Caltrans within fifteen (15) days of written notice that this documentation is required.
  - iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the Agency are used on educational programming created or produced for Project, Agency agrees to obtain and grant all necessary rights for Caltrans to use and allow agents of Caltrans to use the logos in connection with use of the educational programming for non-commercial purposes or State



government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to Caltrans within fifteen (15) days of written notice that this documentation is required.

- f. Agency shall obtain from the artist(s), or any other copyright owner(s) of artwork, a sublicensable, Irrevocable, perceptual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of artwork created or produced for Project under the RGA between Caltrans and the City, derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. Agency shall obtain any and all other intellectual property rights necessary to make this Grant to Caltrans described in the RGA between Caltrans and the City.

15. PATENTS: Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to Caltrans for determination by Caltrans as to whether patent protection on such invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

#### Government Purpose Rights for Inventions

- A. Inventions are any idea, methodologies, design, concept, technique, inventions, discovery, improvement or development regardless of patentability made solely by Agency or jointly with the Agency's contractor, subcontractor and/or subrecipient during the term of this RGA between Caltrans and the City, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA between Caltrans and the City.
- B. City and Caltrans will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose any said invention(s) outside Caltrans for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

#### Additional Intellectual Property Provisions

- A. To the extent any intellectual property is created or produced for Project under this agreement, and not covered in other provisions of the RGA between Caltrans and the City, Subrecipient agrees to take reasonable steps to ensure that City and Caltrans has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in the RGA between Caltrans and the City.
- B. If additional uses are reasonably determined to be needed by City or Caltrans for public outreach purposes, Subrecipient will obtain rights and grant City and/or Caltrans and its agents said additional rights for use of the "Before" and "After" Project photos, artwork created or produced for Project under the RGA between Caltrans and the City. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- C. When requested to do so by agency, all reproductions and/or copies by Caltrans of "Before" or "After" Project photographs, educational programming, and artwork shall contain a credit to the Artist/Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. Subrecipient bears sole responsibility to promptly notify City and Caltrans, in writing, about instances where such accreditation is requested and provide the Artist/Copyright owner's name and date of publication. City and Caltrans will make reasonable efforts to affix the copyright notice in a timely manner.

D. Required disclaimer language for educational programming and artwork created or produced for project under the RGA between Caltrans and the City.

- i. Educational programming: Subrecipient must place a disclaimer statement in a conspicuous manner on the educational programming that states that the content of the educational programming does not reflect the official views or policies of Caltrans. The educational programming does not constitute a standard, specification, or regulation.
- ii. Artwork: Subrecipient must place a disclaimer statement in a conspicuous manner on or in close proximity to the Artwork created or produced for Project under the RGA between Caltrans and the City a disclaimer statement that the contents of the artwork do not reflect the official views or policies of Caltrans.

E. Avoidance of infringement: In performing work under this agreement, Subrecipient and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Subrecipient or its employees become aware of any such possible infringement in the course of performing any work under this agreement, its employees shall immediately notify the City in writing.

F. Contractors, subcontractors, and Subrecipients: Through contract with its subrecipients, contractors, and subcontractors, Subrecipient shall affirmatively bind by contract all of its contractors/subcontractors, and service vendors (hereinafter "Subrecipient's Contractor/Subcontractor") providing services under this agreement to the provisions of paragraphs 31-33 of the RGA between Caltrans and the City. In performing services under this agreement, Subrecipient's Contractor/Subcontractors shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If Subrecipient's Contractor/Subcontractor becomes aware of any such possible infringement in the course of performing any work under this agreement, Subrecipient's Contractor/Subcontractor shall immediately notify the City in writing, and City will then immediately notify Caltrans in writing.

16. EQUAL OPPORTUNITY AND NONDISCRIMINATION: The Subrecipient agrees to comply with equal opportunity requirements applicable to Caltrans activities. Specifically, the Subrecipient agrees to comply with:

- A. TITLE VI, CIVIL RIGHTS ACT OF 1964: which provides that no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- B. TITLE VIII, CIVIL RIGHTS ACT OF 1968: which provides for fair housing throughout the United States. Kinds of discrimination prohibited include refusal to sell, rent, or negotiate, or otherwise to make unavailable; discrimination in terms, conditions and privileges; discriminatory advertising; false representation; blockbusting; discrimination in financing; and discrimination in membership in multi-listing services and real estate broker organizations. Discrimination is prohibited on the grounds of race, color, religion, sex and national origin. The City (and Subrecipients) shall administer programs and activities relating to housing and urban development in a manner affirmatively to further the policies of this Title. An example of ensuring fair housing is to market information concerning housing services and activities through agencies and organizations that routinely provide assistance to protected groups.
- C. SECTION 104(b), HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974: which provides that Caltrans funds shall be used to affirmatively further fair housing.
- D. SECTION 109, HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1977: which provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded

from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Funds made available under this Title.

- E. AGE DISCRIMINATION ACT OF 1975: which provides that no person shall on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
- F. SECTION 504 OF THE REHABILITATION ACT OF 1973: which provides that individuals with disabilities or handicaps may not be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- G. EXECUTIVE ORDER 11063: as amended by Executive Order 12259, which requires equal opportunity in housing and related facilities provided by federal financial assistance.
- H. EXECUTIVE ORDER 11246: as amended by Executive Orders 11375 and 12086, which prohibit discrimination on the grounds of race, creed, color, sex or national origin in employment under federally assisted construction contracts.
- I. AMERICANS WITH DISABILITIES ACT OF 1990: which provides that no person shall on the basis of handicap, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
- J. NONDISCRIMINATION CLAUSE (2 CCR 11105 CLAUSE B) The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
  - a. During the performance of this agreement, Subrecipient, its contractors, and subcontractors shall not deny the contract's benefits to any person on the basis of 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, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subrecipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
  - b. Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by Caltrans to implement such article.
  - c. Subrecipient shall permit access by representatives of the Department of Fair Employment and Housing and Caltrans upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or shall require to ascertain compliance with this clause.

- d. Subrecipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Subrecipient shall include the nondiscrimination and compliance provisions of this clause in all agreements with its contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the agreement.

16. PROHIBITIONS:

- A. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION: The assistance provided under this Agreement shall not be used in payment of any bonus or commission to obtain Caltrans or City approval of the application for such assistance or for additional assistance, or any other approval or concurrence required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or Caltrans regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, rather than solicitation, are not prohibited if otherwise eligible as program costs.
- B. PROHIBITION AGAINST KICKBACKS: The Subrecipient agrees to comply with the Copeland "Anti-Kickback" Act (18 USC Section 874) which prohibits kickbacks from public works employees agency."
- C. POLITICAL ACTIVITY PROHIBITED: None of the Funds, materials, property or services provided directly or indirectly under this Agreement, shall be used for any candidate for public office or for political activities in violation of Chapter 15 of Title V of the U.S.C. The Subrecipient also agrees that no personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of such political activities.
- D. PROHIBITION OF, AND ELIMINATION OF, LEAD-BASED PAINT HAZARD: Notwithstanding any other provision, the Subrecipient agrees to comply with the regulations set forth in 24 CFR 570.608 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards.

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to Caltrans Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all Caltrans-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 undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

Every contract or subcontract including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint and requiring the giving of notice as described above.

- E. PROHIBITION OF ASSISTANCE FOR RELIGIOUS ACTIVITIES: The Subrecipient agrees that Funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Religious or other organizations that participate in the Caltrans program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. LOBBYING PROHIBITED: None of the Funds provided under this Agreement shall be used for publicity or propaganda purposes designed to defeat or support legislation pending before Congress.
- G. USE OF DEBARRED, SUSPENDED OR PROHIBITED PARTIES: Subrecipient shall not use any City funds, directly or indirectly, to award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR 570 et seq.
17. CERTIFICATION REGARDING LOBBYING: The undersigned representative of the Subrecipient certifies, to the best of his or her knowledge and belief, that:
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Subrecipient, 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 making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, 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, the undersigned representative of the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- C. The undersigned representative of the Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, agreements) and that all subrecipients shall certify and disclose accordingly.
- D. 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 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
18. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: The Subrecipient shall comply with all applicable local, State and Federal laws and regulations in carrying out its activities, including requirements (and as they may be amended) regarding verification of client citizenship.
19. COMPLIANCE WITH FEDERAL CALTRANS THIRD-PARTY CONTRACT PROVISIONS: The Subrecipient agrees to abide by all federal and City contract provisions in carrying out the subject Caltrans Program.
20. CLAIMS AGAINST THE CITY: The Subrecipient agrees to defend, indemnify and hold harmless the City from any and all claims of any nature whatsoever which may arise from the Subrecipient's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Subrecipient liable for acts of the City, its officers, agents or employees.

21. DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT’s profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY’s elected and appointed officials, officers, employees, agents and volunteers as additional insureds. The insurance obligations under this agreement shall be: 1) all the insurance coverage and limits carried by or available to the Contractor; or 2) the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to the City of Clearlake.

21. DISALLOWANCES OF PROGRAM COSTS BY CITY OR CALTRANS : The Subrecipient agrees to indemnify and hold harmless the City from disallowances by Caltrans of program costs incurred by the Subrecipient which arise from the Subrecipient’s performance of this Agreement due to the Subrecipient’s failure to meet a national objective of the Caltrans Program pursuant to 24 CFR 570.208 or for failure to comply with Caltrans regulations or City regulatory requirements as determined by the City or HUD. The Subrecipient agrees to promptly repay the City for all such disallowed costs incurred by the Subrecipient.

22. INCONSISTENT TERMS: If the attachments or Exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.

23. ADVANCE PAYMENTS AND INVOICING:

A. Subrecipient, its contractors, and subcontractors shall establish and maintain an accounting system and records system that properly accumulate and segregate incurred Project costs by line. The accounting system of Subrecipient, its contractors, and subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.

C. Advance payment to subrecipient will be authorized only for those allowable costs in accordance with the provisions of this agreement and in the scope of work.

F. Advance payments shall be made under this contract upon submission by subrecipient of a detailed budget identifying the corresponding line item(s) which must comply with the scope of services showing accomplishments, consistency with goals, and fulfilling this agreement as provided in accordance with the terms and conditions contained herein and in accordance with the provisions of this agreement and authorized by Caltrans in the RGA with the City of Clearlake. The total amount of all payments including any advance payments previously approved shall not exceed **\$340,892.58**.

G. Subrecipient agrees to provide invoices as soon as they are available which will include the following information:

1.) Names of the agency personnel performing work

2.) Dates and times of Project Work

3.) Locations of Project Work

4.) Itemized costs as set forth in Attachment A, including identification of each employee, contractor, or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, subrecipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.

5.) Agency shall submit written progress reports with each set of invoices to allow City to determine if Subrecipient is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

H. Incomplete or inaccurate invoices shall be returned to subrecipient unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this contract for material breach per Section III – Termination, Item 12 of the RGA between Caltrans and the City.

J. The RGA Expiration Date refers to the last date for Subrecipient to incur valid Project costs or credits and is the date this agreement expires.

24. AMERICANS WITH DISABILITIES ACT: By signing this agreement, Subrecipient assures City that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

25. IRAN CONTRACTING ACT: Proposed Contractor must complete and submit to City the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Agreement as of the date first above written.

CITY OF CLEARLAKE

SUBRECIPIENT

\_\_\_\_\_, City of Clearlake

\_\_\_\_\_, \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_, City Clerk

Date: \_\_\_\_\_



# ATTACHMENT A – PROJECT PLAN

## Subgrantee Contact:

<b>Name:</b>	Akriti Wong
<b>Title:</b>	President, CC4C
<b>Email:</b>	akriti@cc4cl.org
<b>Telephone:</b>	(707) 850-9876

The subgrantee is responsible for the completion of Tasks A, B, & C as outlined below. These tasks are to be completed and invoiced by the grant expiration of June 30<sup>th</sup>, 2024.

## Task “A” Murals Along Downtown Corridor

- 2 Large Murals
- 3 Small Murals

To accomplish this, the subgrantee will provide project management that will:

- Engage the relevant constituents in the planning
- Find and contract with chosen edifices
- Provide/contract with professional muralists
- Work with the edifice owners etc. to choose image and for any edifice prep
- Work with the muralists to ensure completion of the image as per their contract

## Task “B” Litter Abatement, Education/Outreach

To accomplish this, the subgrantee will provide project management and Community Education Coordinator that will:

- Create and disseminate educatory materials that engage and inform the community on the benefits of processes of a “clean Clearlake”
- Work with local groups/non-profit organizations to:
  - Provide and disseminate dump vouchers
  - Provide, utilize and supply volunteers for clean up

## Task “C” Eight Free Dump Days

To accomplish this, the subgrantee will provide project management that will:

- Facilitate necessary contracts with dump
- Inform/engage the community on the free dump days

Total amount for subgrantee to complete Tasks A, B, & C shall not exceed \$340,892.58.

<b>TASK A</b>	Murals Along Downtown Corridor
<b>TASK B</b>	Litter Abatement/Education/Outreach
<b>TASK C</b>	Free Dump Days
<b>TOTAL:</b>	<b>\$340,892.58</b>