



BOARD MEETING AGENDA SUBMITTAL

TO: GCSO Board of Directors

FROM: Peter Kampa, General Manager

DATE: December 12, 2023

SUBJECT: Agenda Item 6A: Adoption of a Resolution Authorizing the General Manager to Sign a Subrecipient Agreement Between the County of Tuolumne and the District for the GCSO Downtown Groveland-Big Oak Flat Water System Improvements Project

RECOMMENDED ACTION:

Staff recommends the following action:

I move to adopt Resolution 55-2023 Authorizing the General Manager to Sign a Subrecipient Agreement between the County of Tuolumne and the District for the GCSO Downtown Groveland-Big Oak Flat Water System Improvements Project.

BACKGROUND:

The Groveland Community Services District (GCSO) Water System Improvement Project proposes to replace water mains and appurtenances in Groveland and Big-Oak Flat. Most of the water distribution mains that supply water to the communities of Groveland and Big Oak Flat are 4" in diameter or smaller and are almost 70 years old. Frequent main breaks occur in these areas, causing large amounts of water to be lost, property damage, and back siphon conditions to occur. Backflow and back siphonage of contaminated water caused by water main breaks are a significant risk to the health and safety of the community. Constant water loss is also occurring through small unidentified leaks in the distribution system due to its deteriorated condition. The Groveland and Big Oak Flat systems are currently in a condition where an increase in catastrophic water main failure is occurring, resulting in more frequent, longer water outages.

The work consists of installing 8,377 LF of 8-inch mains to replace the existing water system. System appurtenances include thirty (30) fire hydrants and forty (40) residential water services (public portion only). All of the proposed water mains and appurtenances are located within the public right of way. The total estimated cost of the improvements is \$3,267,500.00 and 100% of this cost is requested in this CDBG application. The project will benefit a total of 915 people across two block groups, of which 685 are low/moderate income (75%) according to census data. GCSO will implement the project under an executed subrecipient agreement with Tuolumne County.

The proposed project has been designed and construction documents are ready. The project will be publicly bid within 90 days of State contract execution. GCSO will perform the construction management and inspections. Labor Standards monitoring will

be provided by Cox Consulting under the existing County professional services agreement. Construction is expected to begin within 6 months of the grant award and is estimated to take three months to complete. The final funding disbursement request will be submitted one month after the completion of construction.

The application for the CDBG grant funding is due by December 29, 2023. This agreement has been prepared by the County; the District’s Legal Counsel has reviewed this agreement and has provided an opinion letter which is attached. The Board of Supervisors held a Public Hearing on December 5, 2023, and approved Resolution 110-23 for the submittal of the 2023 CDBG Grant Application. At this time, staff recommends that the Board authorize the General Manager to enter into this Subrecipient Agreement for the Downtown Groveland-Big Oak Flat Water System Improvements Project.

FINANCIAL IMPACT

The chart below is a summary of the budget for this Agreement:

Task	Funding
Construction/Contingency/Construction Administration/Testing	3,267,500.00

ATTACHMENTS:

1. Subrecipient Agreement
2. Legal Opinion Letter
3. Resolution 55-2023

SUBRECIPIENT AGREEMENT

**AGREEMENT BETWEEN THE COUNTY OF TUOLUMNE
AND THE GROVELAND COMMUNITY SERVICES DISTRICT
FOR**

The GCSD Downtown Groveland-Big Oak Flat Water System Improvements Project

THIS AGREEMENT, entered this ___ day of December, 2023, by and between County of Tuolumne, a political subdivision of the State of California (herein called the “Recipient” or “County”) and Groveland Community Services District (GCSD), formed under applicable provisions of the California Government Code (hereinafter called the “Subrecipient”) (jointly referred to as the “Parties”).

WHEREAS, the Recipient has applied for funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program (“the Department”) originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (the “Act”), Public Law 93-383; and anticipates an award of the same; and,

WHEREAS, the Act provides that the Recipient may grant CDBG Funds to The Groveland Community Services District for certain purposes allowed under the Act; and

WHEREAS, the Subrecipient is a governmental agency as a special district which operates a service in an area that meets the required low to moderate income limits and is eligible for a grant of CDBG Funds; and

WHEREAS, the Subrecipient is a “Subrecipient” as defined in the Code of Federal Regulations at 2CFR Part 200.331; and

WHEREAS, the Recipient wishes to engage the Subrecipient to assist the Recipient in utilizing such funds, upon award.

NOW, THEREFORE, it is agreed between the Parties hereto that;

1. SERVICES OF SUBRECIPIENT

1.1 Scope of Services. The Subrecipient will be responsible for implementing the Downtown Groveland-Big Oak Flat Water System Improvements Project, funded by a 2023 CDBG Allocation Grant, in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. The Subrecipient agrees to provide the County all the services specified and detailed in both its application for CDBG Funds (the “Application”), in the State Contract with the County of Tuolumne hereto attached and incorporated as Exhibit A upon execution with the State of California Department of Housing and Community Development CDBG Program. The Subrecipient further represents and warrants that it is able to and will use the CDBG funds granted by the County for purpose of providing the improvements set forth in the Application submitted and approved by the CDBG program and provided with Exhibit “A”.

1.2 General Administration. The Subrecipient shall provide all CDBG Program-required financial oversight and grant reporting for the program to the County, including all project-specific administrative, monitoring and reporting requirements specified in the CDBG Grant Management Manual and contract between the County and the Department regarding this CDBG grant.

1.3 National Objectives. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: (1) to primarily benefit low and moderate-income persons, (2) to aid in the prevention or elimination of slums or blight, or (3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities and services carried out under this Agreement will be CDBG National Objective of Low-Mod Area Benefit.

1.4 Standard of Care. Subrecipient hereby represents and warrants to the County that all improvements and project management rendered pursuant to this Agreement will be performed in a competent, professional, and satisfactory manner. As a material inducement to the County to enter into this Agreement, Subrecipient hereby further represents and warrants that it has the experience and skills necessary to undertake the project provided herein.

1.5 Goals and Performance Measures. The Subrecipient agrees to provide information in accordance with the requirements of the CDBG program requirements and regulations and the Scope of Services set forth in this Agreement and represented in the application and contract (Exhibit "A") attached hereto. Project completion shall be provided to low-moderate income individuals in the County within thirty (30) months from the date of the State contract is issued by the CDBG Program to the County, whichever occurs first. Fair housing and access to information related to fair housing, must be provided to at GCSD offices to affirmatively furthering fair housing in the County and to the residents receiving benefit.

1.6 Staffing. Any changes in the key personnel, Executive Director, Project Manager, and other key personnel in the implementation of the program, assigned or their general responsibilities under this project as described in Exhibit "A" are subject to the prior approval of the Recipient.

1.7 Performance Monitoring. The Recipient will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Recipient will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Recipient, contract suspension or termination procedures may be initiated.

1.8 Compliance with Laws. All services rendered by Subrecipient pursuant to this Agreement shall be performed in accordance with all ordinances, resolutions, statutes, rules, and regulations of County and/or any federal, state or local governmental agency having jurisdiction at the time such services are rendered.

1.9 Licenses, Permits, Fees and Assessments. Subrecipient shall obtain at its sole costs and expense such licenses, permits and approvals as may be required by law for the performance of the services required by the Agreement.

2. **TIME OF PERFORMANCE**

2.1 Project funds may be expended on the project upon notice from the County. The Recipient shall provide formal notice to the Subrecipient of the clearance of the CDBG program requirements.

2.2 Services shall be provided under this Agreement until all funds are exhausted or within thirty (30) months from the date of the State contract issued to the County by the CDBG Program, whichever occurs first. All Services required of the Subrecipient under this Agreement shall be completed on or before the end of the term of this Agreement. No extensions of the Agreement will be provided without approval from the County and the CDBG program.

3. **BUDGET**

3.1 Budget. The below chart is a summary of the budget for this Agreement.

Task	Funding
Construction/Contingency/Construction Administration/Testing	3,267,500.00

Indirect charges are not allowed. In addition, the County may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and the Subrecipient. The allowed expenditures are set forth in 2 CFR Part 200. All expenditures will be documented with an invoice, warrant and provide a breakdown of funds allocated if other funding sources are identified as part of the program or project. All expenditures shall be documented in accordance to 2 CFR Part 200 and any other documents requested by the County or the Department of Housing and Community Development CDBG program representatives.

All construction contract payments will be submitted using AIA G702/G703 Application for Payment form.

3.2 Contract Sum. The Recipient and Subrecipient expressly agree and understand that the project to be provided hereunder shall not exceed the total aggregate amount of three million two hundred sixty seven thousand five hundred dollars (\$3,267,500.00) (“Contract Sum”) Drawdown for the payment of eligible expenses shall be made against the line-item budget set forth herein and in accordance with performance and approval of the Sub-Recipient, project manager/engineer, County Capital Projects Director and County labor compliance staff. Payments will be made to the Subrecipient upon submission of project statements, together with supporting documentation, for services set forth in Exhibit “A” attached to this Agreement. The Subrecipient will be issued payment on a reimbursement basis and must be in compliance with all CDBG requirements including Section 3 and Labor Compliance to receive reimbursement. The County will provide payment to the Subrecipient within thirty days (30) of receiving the project statement, excluding holidays, weekends and non-workdays for the County. Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR Part 200.300-

309 and documentation to satisfy the County.

4. NOTICES

4.1 Notice. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

4.2 Contact Information. Communication and details concerning this Agreement shall be directed to the following contract representatives:

Recipient's Representative:

Name and Title: Maureen Frank, Capital Projects Director
Address: 2 South Green Street
Sonora, Ca 95370
E-mail address: MFRANK@co.tuolumne.ca.us
Telephone No.: 209.533.5515

Subrecipient Representative:

Name and Title: Pete Kampa, General Manager
Address: 18966 Ferretti Road
Groveland, CA 95321
E-mail address: pkampa@gcsd.org
Telephone No.: 209.962.7161

5. SPECIAL CONDITIONS

This Agreement includes no special conditions.

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance and Bonding. The Subrecipient shall procure and maintain, at its sole cost and expense, sufficient insurance coverage as set forth below during the entire term of the Agreement. The Subrecipient shall comply with the bonding and other requirements of 2 CFR Part Section 200.324 and 200.325 Federal Awarding agency pass through entity review and 2 CFR Part 200.326, Bonding Requirements. All insurance documents will be submitted to the Recipient Representative as indicated above with the following endorsements:

County of Tuolumne

1.2 Insurance Coverage.

A. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Coverage shall be at least as broad as:

- i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
- ii. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- ii. Primary Coverage. For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as

ISO CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

iii. Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the additional Insured, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

iv. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

v. Waiver of Subrogation. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

vi. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000, unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

vii. Acceptability of Insurers. Insurance is to be placed with insurers authorized to

conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

- viii. Verification of Coverage. Contractor shall furnish the County with original Certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- ix. Special Risks or Circumstances. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- x. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

1.3 Policy Endorsements:

All insurance policy shall be endorsed with the following specific provisions:

- i. The County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("County additional insureds").
- ii. Policy(ies) shall be considered, and include a provision it is, primary as respects the County additional insureds, and shall not include any special limitations to coverage provided to the County additional insureds. Any insurance maintained by the County, including any self-insured retention the County may have shall be considered excess insurance only and shall not contribute with it.
- iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- iv. The insurer waives all rights of subrogation against the County additional insureds.
- v. Any failure to comply with reporting provisions of the policies shall not affect

coverage provided to the County additional insureds.

7. GENERAL COMPLIANCE

7.1 General Compliance. The Subrecipient agrees to comply with the requirements of the Code of Federal Regulations, Title 2 Grant and Agreements Part 200 Subpart A -F and Title 24 Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

7.2 Recipient Recognition. The Subrecipient shall insure recognition of the role of the Recipient and CDBG in all postings, media releases and signage at the project site through this Agreement. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

7.3 Amendments. The Recipient or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Recipient's governing body and as required by the Department of Housing and Community Development CDBG program. Such amendments shall not invalidate this Agreement, nor relieve or release the Recipient or Subrecipient from its obligations under this Agreement.

The Recipient may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for 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 both Recipient and Subrecipient and approved by the Recipient's governing body.

8. FINANCIAL REQUIREMENTS

A.

8.1 Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part E Cost Principles and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

8.2 Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part D subpart 200.300-200.309, 2 CFR Part E Cost Principles and 2 CFR Part F Audit Requirements. These principles shall be applied for all costs incurred. Indirect costs are not allowed under this contract.

9. DOCUMENTATION AND RECORD KEEPING

9.1 Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 2 CFR Part 200, which are pertinent to the activities to be funded under this Agreement. Subrecipient will provide all requested documents and information to the County and/or the Department of Housing and Community Development. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and
- f. Financial records as required by 2 CFR Part 200 Subpart C, D, E & F Other records necessary to document compliance.

9.2 Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement in compliance with 2 CFR Part 200.333-337 for to be determined by the County and/or the Department of Housing and Community Development. The retention period begins on the date of the close out letter issued by the Recipient. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited, and such action started before the expiration of the issued period, then such records must be retained until completion of the action(s) and resolution of all issues, or the expiration of the determined period, whichever occurs later.

9.3 Closeouts. The Subrecipient's obligation to the Recipient shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (if applicable and including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Recipient), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income (if applicable).

9.4 Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Recipient, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any

time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Recipient policy concerning subrecipient audits and 2 CFR Part 200 Subpart F.

10. REPORTING AND PAYMENT PROCEDURES

10.1 Program Income. No Program Income will be produced for the project.

10.2 Indirect Costs. Indirect costs will not be allowed under this contract.

10.3 Payment Procedures. The Recipient will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Recipient's policy concerning payments on a reimbursement basis. No advances will be made available under this contract. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the Recipient reserves the right to liquidate funds available under this contract for costs incurred by the Recipient on behalf of the Subrecipient.

10.4 Progress Reports. The Subrecipient shall submit monthly, quarterly, semi-annual and/or annual reports as requested by the Recipient and in the form, content, and frequency as required by the Recipient. Reports may include but is not limited to the following:

- the overall status of the grant;
- the status of performance measures;
- beneficiary characteristics as required by the grant;
- the overall financial status;
- program income received during the reporting period;
- and other information as requested by HCD.

Subrecipient will include the County project management team on weekly construction calls and meetings.

11. PROCUREMENT

11.1 Compliance. The Subrecipient shall comply with current Recipient policy concerning Procurement. Review of all Federal Procurement policies provided under 2 CFR Part 200 Subpart D will be conducted to ensure the most restrictive process is followed. Additionally, all procurement and public bid processes shall meet applicable State of California public contract

code.

11.2 Federal Requirements. Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200 Subpart D.

11.3 Travel. The Subrecipient shall obtain written approval from the Recipient for any travel outside the metropolitan area with funds provided under this Agreement.

12. USE AND REVERSION OF ASSETS (As Applicable)

12.1 Transfer of Assets. Upon expiration of this Agreement, the Subrecipient shall transfer to the Recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control that was acquired and/or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of \$25,000 shall be either:

- a. Used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, the length of time to be further prescribed by mutual agreement of the Parties.
- b. Disposed of in such manner that the Recipient is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition and/or improvement of such property. The payment is Program Income to the recipient.

12.2 Private Non-Profit Organization. If the Subrecipient is a private non-profit organization, the Subrecipient further agrees to a voluntary lien on above-referenced property as to any CDBG funds received and that such lien will be notarized and recorded in the Office of the County Recorder, will utilize form specified by the Recipient, and will be subject to provisions this Agreement.

13. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT (As Applicable)

The Subrecipient's scope of public services for the program does not involve relocation of residents or acquisition of real property or one-for-one housing replacement. Funds received by the Subrecipient shall not be used for relocation, real property acquisition, or one-for-one housing replacement as a part of this agreement.

14. DISCRIMINATION, TERMINATION, AND ENFORCEMENT

14.1 Covenant Against Discrimination. Subrecipient covenants that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other Protected Characteristic under federal, state or local law, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services.

14.2 Employment Opportunity. The Subrecipient shall comply with the Recipient's policy, Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, sexual orientation, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment. 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

14.3 Land Covenants. This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Recipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

14.4 The Subrecipient agrees that it shall be familiar with and shall comply

with Executive Order 11246 of September 24, 1966, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The County shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

14.5 Women- and Minority-Owned Businesses (W/MBE) . The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

14.6 Access to Records. The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Recipient, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

14.7 Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14.8 Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. Compliance with the State of California Requirements shall apply pursuant to the law.

14.9 Subcontract Provisions. The Subrecipient will include the Federal and State provisions of this contract in all contract attached to the program, this includes every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

14.10 Termination and Rights on Termination

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

- B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination.
- C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option in accordance with 2 CFR Sections 200.339 and 200.340, may suspend or terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

14.11 Disputes

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

14.12 Debarment

All agreements (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Active SAM registration is required by the Subrecipient and all contracts and contractors receiving funding from this agreement.

15. EMPLOYMENT RESTRICTIONS

15.1 Compliance with Laws. Subrecipient shall be familiar with and shall comply with all County, State and Federal laws and regulations applicable to the services to be provided under this Agreement. Where the services provided pursuant to this Agreement are funded by federal programs, such as CDBG grant funds herein, the Subrecipient certifies and agrees compliance with:

- a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees.)
- b. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub grants or construction or repair).
- c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub grantees required by Federal grant program legislation.)
- d. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)

15.2 Compliance with Wage and Hour Records. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

15.3 Contractors. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Recipient pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wages. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph. Compliance with State and Federal Prevailing Wage laws and regulations apply to this contract. The Subrecipient will comply with the Recipients Labor Compliance requirements and procedures as provided.

15.4 Compliance with Section 3 Clause. Subrecipient agrees to comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract. This shall be a condition of the Federal financial assistance provided under this contract and binding upon Recipient, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Recipient, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which

Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

15.5 Contract Language. The Subrecipient further agrees to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

15.6 Training and Employment Opportunities. The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

15.7 Certification. The Subrecipient certifies and agrees that no contractual or other legal capacity in County exists that would prevent compliance with these requirements.

15.8 Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

15.9 Subcontractor Violations. The Subrecipient will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75.

15.10 Drug-Free Workplace. Subrecipient certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended.

15.11 Child Support Compliance Act. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

The Contractor, to the best of their knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department

16. ASSIGNABILITY/SUBCONTRACTS

16.1 Assignability. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Recipient hereto; provided, however, that claims for money due or to become due to the Subrecipient from the Recipient under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Recipient.

16.2 Subcontracts. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Recipient prior to the execution of such agreement.

16.3 Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

16.4 Content. The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

16.5 Selection Process. The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

17. CONFLICT OF INTEREST

17.1 No Interest in Contracts. Pursuant to provisions of 24 CFR 84.42 and 570.611, no member, officer or employee of the Subrecipient or its designee or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program activities assisted under this Agreement.

17.2 No Participation in Selection of Award. No member, officer or agent of the Subrecipient shall participate in the selection of the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

17.3 No Financial Interest. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this Section, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

18. LOBBYING

By entering into this Agreement, the Subrecipient certifies:

18.1 Federal Funds. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement in accordance with the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD'S 24 Code of Federal Regulations (CFR) 87.

18.2 Other Funds. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, then the Subrecipient shall complete and submit Standard Form LL, “Disclosure Form to Report Lobbying,” in accordance with its instructions, and other federal disclosure forms as requested.

18.3 Award Documents. 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, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

18.4 Material Representation. 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 Section 1352, Title 31, U.S. Code. 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.

19. ENVIRONMENTAL CONDITIONS

19.1 Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: (1) Clean Air Act, 42 U.S.C. , 7401, *et seq.*; (2) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and (3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

19.2 Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

19.3 Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be 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.

19.4 Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

20. MISCELLANEOUS PROVISIONS.

20.1 Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

20.2 Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise

affect the terms of this Agreement.

20.3 Waiver. The Recipient's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Recipient to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

20.4 Entire Agreement. This agreement constitutes the entire agreement between the Recipient and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Recipient and the Subrecipient with respect to this Agreement.

20.5 Counterparts/Electronic, Facsimile and PDF signatures

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

20.6 Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

20.7 Funding Availability

It is mutually agreed that if the federal, state or county budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Subrecipient or to furnish any other considerations under this Agreement and Subrecipient shall not be obligated to perform any provisions of this Agreement. Subrecipient's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Subrecipient to reflect the reduced amount.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

COUNTY OF TUOLUMNE	SUB-RECIPIENT
By: Kathleen K. Haff, Chair Board of Supervisors	By: Peter Kampa, GCSD Executive Director
ATTEST:	COUNTERSIGNED:
By: Seal	By: Finance Officer Federal I.D.: UEI #:
APPROVED AS TO LEGAL FORM:	
By: Christopher Schmidt, County Counsel	

Exhibit A –
State CDBG Contract

November 30, 2023

County of Tuolumne
Attn: Maureen Frank, Capital Projects Director
2 S. Green St., 4th Floor
Sonora, CA 95370
Email: mfrank@co.tuolumne.ca.us

**Re.: State of California Community Development Block Grant Program
Groveland Community Services District
GCSD Downtown-Big Oak Flat Water System Improvement Project**

Dear Ms. Frank:

I serve as General Counsel to the Groveland Community Services District ("District"). I understand that the District anticipates an award of Community Development Block Grant ("CDBG") funds for the following infrastructure project:

The GCSD Downtown Groveland-Big Oak Flat Water System Improvement Project (the "Project")

The Project proposes to replace existing water mains and appurtenances in the communities of Groveland and Big-Oak Flat. The work consists of installing 8,377 linear feet of 8-inch water mains and related appurtenances to replace the existing water distribution system, which is almost seventy (70) years old and in need of replacement. The District has determined that the Project is necessary to maintain safe and reliable water delivery.

I have examined the laws pertaining to the District and the records of the District. To the best of my knowledge, based on the information provided by the District and upon reasonable investigation, it is my opinion that:

1. The District, a community services district duly organized and validly existing under the laws of the State of California pursuant to the Community Services District Law (Government Code, § 61000 et seq.), has the requisite legal authority to undertake, carry out and consummate all transactions related to the Project.
2. The District has enforceable property rights in the areas affected by the Project to undertake all work related to the Project. All property interests in fee, grants of easement, and such other licenses necessary to perform, operate and maintain the Project remain in full force and effect.

3. All agreements, transactions, and CDBG program requirements contemplated for the Project will not conflict with or constitute a breach of (a) the Community Services District Law, (b) the statutes of the State of California, (c) the ordinances or policies of the District, (d) any bond, contract, or other debt to which the District is a party, or (e) any other applicable law, administrative regulation, or court order.
4. Regarding any and all documents related to the Project, no facts have come to my attention which lead me to believe that the District's authorized representatives have made any untrue or misleading statement of material fact or omitted any material fact.
5. There is no action, suit, proceeding, or investigation before any judicial or governmental authority affecting the District's assets, properties, or operations which would materially and adversely affect the financial condition of the District or the Project.

Based on the foregoing, it is my opinion that the District is in substantial compliance with all state and local requirements necessary to commence the Project.

Kind regards,

White Brenner LLP



Douglas L. White
General Counsel, Groveland Community Services District

Cc: Pete Kampa, District General Manager; pkampa@gcsd.org
Jennifer Donabedian, District Administrative Services Manager;
jdonabedian@gcsd.org
Adam Ahlswede, District Property, Easements, and Assets Manager;
aahlswede@gcsd.org
Brandon Cauble, District Project Engineer; brandon.cauble@am-ce.com

RESOLUTION 55-2023

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL MANAGER TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF TUOLUMNE AND THE DISTRICT FOR THE GCSD DOWNTOWN GROVELAND-BIG OAK FLAT WATER SYSTEM IMPROVEMENTS PROJECT

WHEREAS, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, Tuolumne County has applied for funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program ("the Department") originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (the "Act"), Public Law 93-383; and anticipates an award of the same; and,

WHEREAS, the Act provides that the Recipient may grant CDBG Funds to The Groveland Community Services District for certain purposes allowed under the Act; and

WHEREAS, the District is a governmental agency as a special district which operates a service in an area that meets the required low to moderate income limits and is eligible for a grant of CDBG Funds; and

WHEREAS, the District is a "Subrecipient" as defined in the Code of Federal Regulations at 2CFR Part 200.331; and

WHEREAS, the County wishes to engage the "Subrecipient" to assist the District in utilizing such funds for the GCSD Downtown Groveland-Big Oak Flat Water System Improvement Project, upon award.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES hereby approve Resolution 55-2023 authorizing the General Manager to sign a Subrecipient Agreement between the County of Tuolumne and the District for the GCSD Downtown Groveland-Big Oak Flat Water System Improvements Project.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on December 12, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT

APPROVE:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on December 12, 2023.

DATED: _____