RESOLUTION - ACTION REQUESTED 2017-751

MEETING: November 7, 2017

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: 2018 LIHEAP 18B-4021 Contract for Energy Assistance and Weatherization

RECOMMENDATION AND JUSTIFICATION:
Approve the 2018 Low Income Home Energy Assistance Program (LIHEAP) Agreement 18B-4021 with the California Department of Community Services and Development (CSD) in an amount not to exceed $228,734 to provide energy assistance payments and weatherization services; and authorize the Human Services Director to sign the agreement and all subsequent Amendments (Subject to County Counsel Approval as to Form).

The purpose of LIHEAP, under the auspices of the CSD, is to provide energy assistance and weatherization services to low-income county residents. LIHEAP funds have been allocated to Mariposa County for several years and operate on a program term basis.

Thus far in program year 2016 ending March 31, 2018, this program has assisted 731 low-income households containing 1,209 persons with energy assistance, propane, wood, and utility payments and 30 households and 54 persons with weatherization services. A large percentage of these households include vulnerable populations such as seniors, the disabled, children under 5 years, and the working poor.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved the previous 2017 LIHEAP Agreement on October 18, 2016 by Resolution 2016-55.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, Mariposa will lose the grant funds of $228,734 and the opportunity to provide Energy Assistance payments and Weatherization Services to serve approximately 761 Mariposa County households and 1,263 persons.

FINANCIAL IMPACT:
This program is funded by federal energy assistance grant (LIHEAP) funds. These funds were anticipated and included in the FY17-18 budget for fund 334. There is no impact to the County General Fund.

ATTACHMENTS:
2018 LIHEAP Contract (PDF)
Resolution - Action Requested 2017-751

2018 LIHEAP Contract Part I and II Final  (PDF)
LIHEAP Certification Regarding Lobbying  (PDF)
Mariposa CSD Form 279 (FFATA Reporting)  (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
STATE OF CALIFORNIA
STANDARD AGREEMENT
STD. 213 (Rev. 6/03)

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

STATE AGENCY’S NAME
Department of Community Services and Development

CONTRACTOR’S NAME
Mariposa County Human Services Department

2. The term of this Agreement is:
   October 1, 2017 through December 31, 2018

3. The maximum amount of this Agreement is:
   Total $228,734.00

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:
   Part I
   Preamble
   Article 1 - Scope of Work
   Article 2 - Contract Construction, Administration, Procedure
   Part II*
   Subpart A - Administrative Requirements*
   Subpart B - Financial Requirements*
   Subpart C - Programmatic Requirements*
   Subpart D - Compliance Requirements*
   Subpart E - Certifications and Assurances*
   Subpart F - State Contracting Requirements*
   Subpart G - Definitions*
   Subpart H - Table of Forms*

   Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at https://providers.csd.ca.gov/.

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

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>CALIFORNIA Department of General Services Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mariposa County Human Services Department</td>
<td>&quot;I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval.&quot;</td>
</tr>
<tr>
<td>BY (Authorized Signature)</td>
<td>DATE SIGNED (Do not type)</td>
</tr>
<tr>
<td>Chevon Kothari</td>
<td>11/28/17</td>
</tr>
<tr>
<td>PRINTED NAME AND TITLE OF PERSON SIGNING</td>
<td></td>
</tr>
<tr>
<td>Chevon Kothari, Director</td>
<td></td>
</tr>
<tr>
<td>ADDRESS</td>
<td></td>
</tr>
<tr>
<td>P.O. Box 99, Mariposa, CA 95338</td>
<td></td>
</tr>
</tbody>
</table>

| AGENCY NAME | |
| Department of Community Services and Development | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) |
| Brian Dougherty, Deputy Director, Administrative Services | 12/4/17 |
| PRINTED NAME AND TITLE OF PERSON SIGNING | |
| Brian Dougherty, Deputy Director, Administrative Services | |
| ADDRESS | |
| 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833 | |

APPROVED AS TO FORM: 
STEVEN W. DAHLEM
COUNTY COUNSEL

Exempt per
STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

Contents
PART I .........................................................................................................................1
PREAMBLE .....................................................................................................................1
ARTICLE 1 – SCOPE OF WORK ......................................................................................1
  1.1 General ..............................................................................................................1
  1.2 Service Area .......................................................................................................1
  1.3 Term and Amount of Agreement .......................................................................2
  1.4 Service Area Expenditure Requirements .........................................................2
  1.5 Program Authorities – Requirements, Standards and Guidance ..............2

ARTICLE 2 – Contract Construction, Administration, Procedure .......................6
  2.1 Base Contract and Whole Agreement ...............................................................6
  2.2 State Contracting Requirements – “General Terms and Conditions,
      GTC 04/2017” ......................................................................................................7
  2.3 Contractor’s Option of Termination ..................................................................7
  2.4 Budget Contingencies .......................................................................................8
  2.5 Miscellaneous Provisions ................................................................................9
STANDARD AGREEMENT
PARTS I & II - ENTIRE CONTRACT

PART I

PREAMBLE

This subvention agreement, for the implementation of the Low-Income Home Energy Assistance Program (LIHEAP) in program year 2018 ("Agreement"), is entered into between the Department of Community Services and Development ("CSD" or "Department") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor"), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

A. Contractor shall provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.2, pursuant to Title 42 of the United States Code (USC) Section 8621 et seq. (the Low-Income Home Energy Assistance Act of 1981, as amended) and Government Code Section 16367.5 et seq., as amended. Unless otherwise specified in the Contractor’s LIHEAP Agency Plan elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire term of this Agreement. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Agreement shall also meet all other assurances specified at 42 U.S.C. § 8624.

B. The LIHEAP Catalog of Federal Domestic Assistance number is 93.568. Award is made available through the United States Department of Health and Human Services.

1.2 Service Area

A. The services shall be performed in the Service Territory comprised of the following service area(s):

See Part II, Subpart H. The 2018 LIHEAP Numbers, Contractors, and Service Territories listing may be accessed at http://providers.csd.ca.gov.
STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

B. Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at http://providers.csd.ca.gov to determine the zip codes for their respective area.

1.3 Term and Amount of Agreement

A. The term of this Agreement shall be for the period represented on the face sheet (Form STD 213).

B. The contract amount as represented on the face sheet (Form STD. 213) of this Agreement consists of Contractor’s total allocation to include the “Direct Services” and “Utility Assistance” portions attributable to Contractor’s service area(s).

C. Direct Services and Utility Assistance, as defined in Part II, Subpart G that are allocated to Contractor, shall be expended, reported and accounted for in accordance with the provisions of this Agreement in Part II, Subpart B – Financial Requirements.

1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.7 of Part II, if any of the following pertain:

A. This Agreement involves funding for LIHEAP services provided by Contractor in multiple counties or service areas; or

B. Contractor has additional agreements with CSD for the provision of LIHEAP or Department of Energy, Weatherization Assistance Program (DOE WAP) services in counties or service areas other than the county or service area to which this Agreement applies.

1.5 Program Authorities – Requirements, Standards and Guidance

A. All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:


2. The California Government Code §§ 16367.5 et seq., as amended, and Title 22, California Code of Regulations (CCR), §§ 100800 et seq.; and

Article 1 – Scope of Work
STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT


B. Conflict of Laws. Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement, administrative, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §16367.5 et seq. or 22 CCR §100800 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR 96.30, allows for the application of state law.

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75); and

2. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 04/2017 (CCC-04/2017).

C. CSD shall provide Contractor with short-term program guidance to inform or direct immediate action to correct a problem or provide relief from an obligation in the form of a “CSD Program Advisory (CPA) No. XX-XXX” posted at https://providers.csd.ca.gov.

D. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor’s participation in the LIHEAP program, and as a condition of receipt of funds under the program, PROVIDED:

1. That such guidance shall be issued by CSD in writing in the form of “CSD Program Notice (CPN) No. XX-XX” posted at https://providers.csd.ca.gov.

2. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

3. That such guidance shall be reasonably necessary to realize the purposes of LIHEAP;

4. That major and material changes in the program and/or requirements which substantially affect the Contractor’s and/or CSD’s ability to fulfill Article 1 – Scope of Work
STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement;

5. Contractor shall notify CSD within 10 working days of issuance of a CPN, if contractor is unable to fulfill its obligations under the new guidance;

6. That the parties’ failure to execute a mutually acceptable amendment or CPN, as contemplated in subparagraph C 4 and C 5, in a reasonable period of time, shall result in this Agreement being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law; and

7. That upon CSD’s good faith determination, delivered to the Contractor by written notice that Agreement between the parties to any necessary amendment or CPN as contemplated in subparagraph C 4 and C 5 cannot be achieved, then this contract shall be “closed out” and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.

E. The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.

F. Contract Elements Integral to Agreement and Enforceability Conditions

1. Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with an executed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation:

a. Federal Funding Accountability and Transparency Act Report (CSD 279)

b. Certification Regarding Lobbying/Disclosure of Lobbying Activities

c. Contractor Certification Clause (CCC-04/2017)

d. Current Insurance or Self-Insurance Authority Certification

e. Board Resolution authorizing execution of this Agreement

f. Agency Local Plan (referenced in Part II, Article 7.1)

Article 1 – Scope of Work

-4-
STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

g. LIHEAP Production and Expenditure Plan, CSD 622 (referenced in Part II, Article 5.7)

h. Agency Staff and Board Roster (CSD 188)

2. The Plan and forms must be completed by Contractor before CSD will execute the Agreement and Contractor is authorized to commence work. CSD will not forbear from executing this Agreement pending its own review and final approval of Contractor’s submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the Plan or forms. The approved Plan and forms shall become part of this Agreement.

G. Contractor’s signature affixed hereon shall constitute a certification that to the best of Contractor’s ability and knowledge it will, unless exempted, comply with the provisions set forth in Part II, Article 11, Section 11.1, “Certifications” of this Agreement.
STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

2.1 Base Contract and Whole Agreement

A. This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.

B. Part I is the “Base Contract” which consists of the following:

1. The face sheet (Form STD. 213) which specifies:
   a. the parties to the Agreement;
   b. the term of the Agreement;
   c. the maximum dollar amount of the Agreement; and
   d. the authorized signatures and dates of execution.

2. The Preamble, Article 1 and Article 2

3. Zip Code Cross-Reference, if Contractor’s Service Area is defined in whole or in part by ZIP Codes.

C. Part II consists of the “Administrative and Programmatic Provisions” which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials, necessary for program implementation.

D. Agreed upon Contract Execution Provisions and Procedures

1. Only Part I, the Base Contract, will be exchanged by the parties for execution with original signatures, fully executed copies being retained by each party.

2. Part II, Administrative and Programmatic Provisions is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.

3. CSD shall maintain a certified date-stamped “hard copy” of Part II for inspection by Contractor during normal business hours, as well as a date-stamped, edit restricted, version of Part II on CSD’s “Provider Website,” which may be accessed by Contractor, “down-loaded” and printed at Contractor’s option.

4. Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as
STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

provided in paragraph C.4 of Section 1.5 with respect to program
guidance, or as provided Section 3.2 of Part II, Subpart A, Article 3, with
respect to minor modifications. Upon such amendment of any provision
of Part II, the amended version shall be date-stamped and locked-down
until such time as a subsequent Agreement or amendment is executed by
the parties.

2.2 State Contracting Requirements – “General Terms and Conditions, GTC 04/2017”

In accordance with State contracting requirements, specified contracting terms
and conditions are made a part of this agreement. The provisions in their entirety
are found in Part II, Subpart F of this Agreement and are fully binding on the
parties in accordance with state law.

2.3 Contractor’s Option of Termination

A. Notwithstanding the provisions of paragraph C of Section 1.5, Contractor may, at
Contractor’s sole option, elect to terminate this contract in lieu of adherence to the
procedures set out in paragraph C of section 1.5, should Contractor determine that
any subsequent program guidance or proposed amendment to the contract is
unjustifiably onerous or otherwise inimical to Contractor’s legitimate business
interests and ability to implement the contract in an effective and reasonable
manner, PROVIDED:

1. Such notice of termination is in writing and will be effective 30 days after
receipt by CSD, delivered by U.S. Certified Mail, Return Receipt
Requested.

2. Notice contains a statement of the reasons for termination with reference
to the specific provision(s) in the program guidance or proposed
amendment in question.

B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior
to termination of the contract. Such reimbursement shall be in accordance with
the program guidance and contract provisions in effect at the time the cost was
incurred.

C. Contractor shall, within 60 days of termination, closeout the contract in
accordance with contractual closeout procedures.

D. CSD may at its option procure a temporary replacement provider, and may at its
option, designate a permanent replacement provider for Contractor’s service area
in accordance with federal and state law.

Article 2 – Contract Construction, Administration, Procedure
2.4 Budget Contingencies

A. State Budget Contingency

1. It is mutually agreed that if funds are not appropriated for implementation of LIHEAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.

2. If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

B. Federal Budget Contingency

1. The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the State by the United States Government.

2. If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.
STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.

4. Subject to the provisions of subparagraph B 2, CSD shall authorize expenditures of funds under this Agreement based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.5 Miscellaneous Provisions

A. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.

B. Merger/Entire Agreement. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

C. Severability. If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.

D. Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

1. To Contractor’s address of record; and

2. To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

Article 2 – Contract Construction, Administration, Procedure
Community Services and Development
Federal Funding Accountability and Transparency Act Report Form

Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub-award report by the end of the month following the month in which CSD awards funds greater than or equal to $25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or before the above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency’s eligibility for CSD funds.

Please e-mail completed report forms to your respective program e-mail address listed below:

Department of Energy Weatherization Assistance Program: Wx@csd.ca.gov
Community Services Block Grant: CSBGDIV@csd.ca.gov
Lead Hazard Control: LEADGrants@csd.ca.gov
Low Income Home Energy Assistance Program: Wx@csd.ca.gov

NOTE: If your agency receives multiple Community Services and Development (CSD) awards under various programs (i.e., Community Services Block Grant (CSBG), Weatherization Assistance Program (WX), Lead Hazard Control Program (LHCP), Low-Income Home Energy Assistance Program), complete a separate form for each program.

<table>
<thead>
<tr>
<th>AGENCY/SUB-AWARDEE INFORMATION</th>
</tr>
</thead>
</table>

**Agency Name:** Mariposa County Human Services Department

<table>
<thead>
<tr>
<th>Program Type (check one)</th>
<th>CSBG</th>
<th>LEAD</th>
<th>LIHEAP</th>
<th>DOE WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract #(s) (list all active contracts for the selected program)</td>
<td>16B-4021</td>
<td>17B-3021</td>
<td>18B-4021</td>
<td></td>
</tr>
<tr>
<td>Contract Period(s) (mm/dd/yy)</td>
<td>01/01/16-03/31/18 01/01/17-03/31/18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agency Unique Identifier (DUNS Number)</td>
<td>808003487</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agency Primary Contact Information (person responsible for completing this form)</td>
<td>Gosia Gwiazda</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Accountant II</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td><a href="mailto:pgwiazda@mariposahtsc.org">pgwiazda@mariposahtsc.org</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail:</td>
<td>209-742-0921</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>Mailing Address: P. O. Box 99, Mariposa</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td>California</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zip + 4 digits (+4 digit is required):</td>
<td>95338-0099</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>U.S. Congressional District:</td>
<td>4th District</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Assembly District:</td>
<td>District 5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Senate District:</td>
<td>District 8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Place of Performance (where program funds are primarily spent, if different from agency location above)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street Address: 5362 Leme Lane, Mariposa</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State: California</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zip + 4 digits (+4 digit is required): 95338-0099</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>U.S. Congressional District: 4th District</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Assembly District: District 5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Senate District: District 8</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agency (Sub-Awardee) Executive Compensation Reporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is more than 80% of your agency's annual gross revenue from the Federal government? [ ] Yes [ ] No</td>
</tr>
<tr>
<td>(If YES, continue to the next question. If NO, you are now finished completing this form.)</td>
</tr>
<tr>
<td>Does your agency's total annual federal funding exceed $25 million? [ ] Yes [ ] No</td>
</tr>
<tr>
<td>(If YES, continue to the next question. If NO, you are now finished completing this form.)</td>
</tr>
<tr>
<td>Is your agency one of the entities described below? [ ] Yes [ ] No</td>
</tr>
<tr>
<td>• A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS).</td>
</tr>
<tr>
<td>• A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC).</td>
</tr>
<tr>
<td>(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Five Highest Compensated Executives/Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Compensation</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Compensation</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Compensation</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Compensation</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Compensation</td>
</tr>
</tbody>
</table>
Description of Information Requested

Place of Performance
Address represents where the prime recipient is performing the majority of work funded. If the award funds multiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

a) More than 80% of the annual gross revenues are from the Federal government, and those revenues are greater than $25 million annually; and

b) Compensation information is not readily available through reporting to the IRS on a Form 990 (section 6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC). SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR Part 170 for exemption criteria.


Additional Resources

<table>
<thead>
<tr>
<th>Unique Identifier (DUNS Number)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Data Universal Numbering System (DUNS) is the widely used system for identifying business entities on a location specific basis. The DUNS number remains with the company location to which it has been assigned even if it closes and goes out of business.</td>
</tr>
<tr>
<td><a href="https://update.dnb.com/Update/companylookup.htm">https://update.dnb.com/Update/companylookup.htm</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Zip Code + 4 Digit Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use the United States Postal Service website to identify your 4 digit zip</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Congressional District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use the following sites to identify your congressional district</td>
</tr>
<tr>
<td>U.S. Congressional District</td>
</tr>
<tr>
<td><a href="http://www.house.gov/representatives/find/">http://www.house.gov/representatives/find/</a></td>
</tr>
<tr>
<td>State Assembly and Senate District</td>
</tr>
<tr>
<td><a href="http://findyourrep.legislature.ca.gov/">http://findyourrep.legislature.ca.gov/</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reporting Requirement Regulations</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Federal Funding Accountability and Transparency Act of 2006</td>
</tr>
<tr>
<td>FFATA Subaward Reporting System (FSRS) website</td>
</tr>
<tr>
<td><a href="https://www.ffrs.gov/">https://www.ffrs.gov/</a></td>
</tr>
</tbody>
</table>