

EXHIBIT F
(Standard Agreement)

- 23) Source documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;
- 24) Source documentation providing evidence of participation in a federal, state, or local government rehabilitation program if being used to qualify ineligible multi-family dwelling units for weatherization services.
- 25) Documentation of notification to the owner-occupant, tenant and/or the owner of a rental unit or owner's agent of significant structural changes to the dwelling due to weatherization services;
- 26) Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed; and
- 27) All other documentation as further defined by CSD.

D. Other Recordkeeping Responsibilities

1) Labor and Materials

- a. Contractor shall maintain source documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization program can be substantiated.
- b. Contractor shall document all costs expended under this Agreement with purchase orders, inventory records, and payroll records identifying the funding source.
- c. Contractor shall maintain source documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD Weatherization Installation Standards and/or state, county, or local regulations.

2) Training

Contractor and subcontractors who perform basic weatherization services are required to maintain a training log for all current and former employees. The training log shall document for each employee all training received and shall include for each training session/course the source/location, type/content, and completion date. Such training log shall be maintained in the Contractor's file and shall be made available for review by CSD upon request.

EXHIBIT F
(Standard Agreement)

3) Equipment

- a. Contractor and subcontractors who perform combustion appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log (CSD 785) documenting the calibration of all analyzers as required.
- b. Contractor and subcontractors who perform blower door and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

E. Automation

Contractor shall use ServTraq, ServTraqLite or equivalent software database system to support all required data collection and reporting requirements under the administration of this grant.

13. SCHEDULE OF ATTACHMENTS

The following attachment to this exhibit is hereby attached and incorporated by this reference:

ATTACHMENT I DOE WEATHERIZATION PRIORITY PLAN NARRATIVE

ATTACHMENT II DOE WAP DISASTER RELIEF PLAN

ATTACHMENT III HEALTH AND SAFETY APPLIANCE
REPLACEMENT POLICY

**EXHIBIT B - ATTACHMENT I
 2009 DOE WEATHERIZATION PRIORITY PLAN NARRATIVE**

Contractor: Community Action Partnership of Riverside County		Contract Number: 09C-1778
Prepared By (Print Name/Title): Godwin Aimua	E-Mail Address: GAimua@capriverside.org	Telephone Number: 951.955.6404

PRIORITY PLAN NARRATIVE INSTRUCTIONS

The DOE Weatherization Priority Plan Narrative should be structured to be consistent with the goals identified in Exhibit B, Attachment I, CSD 570, DOE Weatherization Budget, Section 55. Use additional pages, if necessary.

1) Describe your marketing, outreach and organization changes that will ensure your agency meeting production and expenditure goals.

See Attachment -DOE ARRA Priority Plan Narrative

2) Describe in narrative format the selection process for dwellings to be weatherized and the outreach methods to be utilized to assure that eligible households are made aware of the services through DOE WAP or any similar energy-related assistance program

See Attachment- DOE ARRA Priority Plan Narrative

3) Describe in narrative format your selection process to ensure compliance with the DOE Reweatherization Policy when providing services to dwellings previously weatherized from September 30, 1993 and earlier.

See Attachment - DOE ARRA Priority Plan Narrative

4) Describe in narrative format a description of how your client education services will be provided to include needs assessments, budget education/counseling, energy conservation and weatherization measures education. Describe how your activities are designed to target households that have not been previously served under a LIHEAP or DOE WAP Weatherization program.

See Attachment - DOE ARRA Priority Plan Narrative

EXHIBIT B - ATTACHMENT I
2009 DOE WEATHERIZATION PRIORITY PLAN NARRATIVE

Contractor:	Contract Number:
4) Describe in narrative format a description of how you will provide T&TA to your administrative and program staff.	
See Attachment- DOE ARRA Priority Plan Narrative	
5) Describe in narrative format how you will leverage DOE WAP funds with other available program funds and how much leveraging you plan on coordinating.	
See Attachment-DOE ARRA Priority Plan Narrative	

DOE ARRA PRIORITY PLAN NARRATIVE

1) Outreach

Describe your marketing, outreach and organization changes that will ensure your agency meeting production and expenditure goals.

- CAP will weatherize homes consistent with the priority criteria established by the DOE.
- CAP will give first priority for weatherization services to those households that have the highest energy burden and high residential energy users.
- CAP will also factor into its priority those vulnerable populations identified by DOE – eligible households with elderly, persons with disabilities, American Indians, migrant and seasonal farm workers and families with children under the age of 19.
- Individuals receiving utility assistance will be referred for weatherization and given priority.
- Health and Safety issues requiring immediate attention for the safety of the household will also receive special consideration.
- CAP will schedule households in close proximity to one another, to maximize productivity in a particular area, given the size of Riverside County. This will help to weatherize more homes to meeting our production and expenditure goal.
- CAP has a total of ten (10) trained weatherization subcontractors to ensure meeting production and expenditure goals.
- CAP Riverside also implemented the use of Geographic Information Services (GIS) to better target priority populations. This system allows the mapping of poverty census data to better target those priority populations with the greatest need areas that have been served.
- Cap's outreach efforts and on-going coordination with existing community-based organizations, city and county departments and utility providers, will insure maximum efficient utilization of all energy resources to reach out customers.
- CAP Riverside utilizes a pictorial poster board to help explain weatherization and the various measures and their benefits.
- Workshops are conducted county wide where these benefits are presented in detail via a video presentation, along with information on money management, budgeting, how to read your utility bill, benefits of weatherization, how to conserve energy, Lead, etc. Education on measures is also presented at the time the initial assessment is conducted.
- The assessor completes a walk-through of the home with the customer and explains the assessment process and the results once the assessment is completed. The customer is provided with a list of measures to be installed and information on what the benefits will be of installation.
- Customers Weatherization policy implemented in 2007 states that weatherization services are promoted as mandatory for households receiving utility assistance.
- CAP Mobile Unit outreach will be used to target rural areas within the county of Riverside.

- Outreach efforts increased with increased staff – targeting additional senior centers, participation in more resource and health fairs, partnering with additional community based organizations servicing migrant/seasonal farm workers (Family Resource Centers, Thermal Senior Center, etc.)
- Bilingual staff hired to assist those with limited – English speaking customers.
- On-going – developing marketing strategies and outlets (print, television, radio, internet, community flyers/posers, new partnerships, etc.) particularly in communities of targeted low-income and priority populations.
- Promotion of DOE weatherization program in low-income communities via the CAP Riverside website.
- Ordered/paid/received promotional items for outreach activities such as:
 - Supplies/brochures
 - Magnetic signs for vehicles – to advertise as an ARRA project
 - Copiers/faxes for use by partners in processing weatherization applications
 - Window sticker signs advertising home weatherized with ARRA Funds
 - Banners for special events.

2) Describe in narrative format the section process for dwellings to be weatherized and the outreach methods to be utilized to assure that eligible households are made aware of the services through DOE WAP or any similar energy –related assistance program.

- CAP Riverside targets outreach efforts to reach those customers not previously serviced by any weatherization program.
- CAP Riverside will continue to seek out new customers by continued use of the Geographic Information Service (GIS) in selecting dwellings to be weatherized and targeting priority populations with the greatest need.
- CAP Riverside utilizes a pictorial poster board to help explain weatherization and the various measures and their benefits.
- CAP has developed an energy assistance and weatherization information web-site containing monthly outreach clinic schedules, the LIHEAP/DOE application, definitions of weatherization measures, and energy savings tips.
- CAP Mobile Unit outreach will be used to target rural areas within the county of Riverside.
- On-going – developing marketing strategies and outlets (print, television, radio, internet, community flyers/posers, new partnerships, etc.) particularly in communities of targeted low-income and priority populations.
- Once a house is selected, a CAP Riverside inspector/assessor completes a walk-through of the home with the customer and explains the assessment process and the results once the assessment is completed. The customer is provided with a list of measures to be installed and information on what the benefits will be of installation.
- Upon completion of the work, the subcontractor reviews the work performed benefits, and describes how to properly utilize and care for the measures installed. Inspectors also review the measures/benefits with the customer at the time of the final inspection.

3) Reweatheringization

Describe in a narrative format your selection process do ensure compliance with the DOE ARRA Reweatheringization Policy when providing services to dwelling previously weatherized from September 30, 1993 and earlier.

- CAP Riverside will insure compliance with the DOE ARRA Reweatheringization Policy by insuring that homes which received weatherization services from 9/30/93 and earlier are certified eligible to receive additional services.
- CAP Riverside will through the intake process make every effort to determine which customer had previously received weatherization measures in their home.
- During the assessment phase, measures will be identified which were previously installed an unapplied measures will be identified for installation.
- CAP Riverside utilizes a first-in-first-out process of selection for weatherization including reweatheringization, taking into consideration, urgency, priority group and geographic location.

4) Client Education

Describe in a narrative format a description of how your client education services will be provided to include needs assessments, budget education/counseling energy conservation and weatherization measures education. Describe how your activities are designed to target households that have not been previously serviced under a LIHEAP or DOE Weatherization program

- Workshops to attract customers that have not been previously serviced under LIHEAP or DOE weatherization program, are conducted county wide where these benefits are presented in detail via a video presentation, along with information on money management, budgeting, how to read your utility bill, benefits of weatherization, how to conserve energy, Lead, etc.
- CAP Riverside utilizes a pictorial poster board to help explain weatherization and the various measures and their benefits.
- Education on measures is also presented at the time the initial assessment is conducted. The assessor completes a walk-through of the home with the customer and explains the assessment process and the results once the assessment is completed.
- The customer is provided with a list of measures to be installed and information on what the benefits will be of installation.
- Upon completion of the work, the subcontractor reviews the work performed benefits, and describes how to properly utilize and care for the measures installed. Inspectors also review the measures/benefits with the customer at the time of the final inspection.
- Customers are provided with written energy conservation information with helpful tips to conserve, Lead, description of benefits of weatherizing measures installed description of what each measure does to conserve and proper us of the measure.

- Increase promotion of program via CAP Riverside website (program information and to download applications).
- Increase outreach clinics/workshops from 230 to 300 workshops per calendar year.

5) Training and Technical Assistance

Describe in a narrative format a description of how you will provide Training and Technical Assistance to your administrative and program staff

- All new weatherization inspectors/subcontractors complete the required training as specified in the contract.
- Subcontractors receive hands on training and technical assistance from inspectors throughout the year. Inspectors schedule full day/week “ride along” with subcontractors and provide field training on conducting proper assessments and proper installation of measures.
- Inspectors and subcontractors receive hands on training and technical assistance during monitoring phases of the contract by the state Inspectors.
- Periodic trainings are scheduled and held, class room style, to address specific areas - outreach, assessment, blower door training, etc.
- Administrative support staff participates in various parts of the training provided to subcontractors and inspectors.
- Administrative staff also attends various meetings with the state and utility companies which focus on training/technical assistance as it pertains to weatherization measures/standards and contracts.
- Subcontractor employee and In-house Assessors/Inspectors in process of completing on line-training.
- Program staff also participates in orientation/training each year when the new contract is executed to review changes to the program, etc.
- Provided customer service training for subcontractors to reduce stress and to maximize professionalism with increased workload.
- Increased training for in-house staff to reduce stress and maximize professionalism with increased workload.
- 4 CAP Riverside staff attended Davis Bacon prevailing wage training and DOE ARRA training.
- Staff and subcontractors participated in David Bacon Act Training Webinar-Certified Payrolls organized by the U.S Department of Labor.
- In-house staff being trained specifically to increase tenants and landlords’ knowledge of weatherization benefits.

6) Leveraging

Describe in a narrative format how you will leverage DOE ARRA funds with other available program funds and how much leveraging you plan on coordinating.

- CAP Riverside may perform services and install energy conservation measures as per Agreement and in accordance with requirements of another CSD and non-CSD funding source concurrently in the same dwelling as feasible and in the best interest of the client.
- Measures will be billed and tracked separately ensuring that hours worked comply with prevailing wages requirements.
- CAP Riverside will not claim duplicate reimbursement for the same costs charged to a CSD program with any other public or privately funded program.

EXHIBIT F, ATTACHMENT II

State of California Department Of Energy Weatherization Assistance Program (DOE WAP) Disaster Relief Plan

The purpose of California's Department of Energy (DOE) Disaster Relief Plan is to provide emergency services to low-income individuals and families affected by a disaster as determined by a Presidential or Gubernatorial order declaring either a Federal or State Emergency. The plan will be in effect for a minimum of six months but could be extended dependent upon the anticipated recovery period.

Disaster relief services are only available to qualified low-income households directly affected by the declared disaster. Subgrantees may re-prioritize service requests from these households so that timely weatherization and re-weatherization services can be provided. Dwellings may only be provided repairs or weatherization services that are not paid for by insurance or reimbursed by any other source. Any home damaged by disaster can be reweatherized without regard to date of the original weatherization.

For qualified households, the unit allowance will be increased to the maximum reimbursement for a state of emergency as permitted in the DOE WAP Contract. The maximum is calculated at approximately 15% higher than the most current average per weatherized dwelling unit as established by DOE. The maximum limit for minor envelope repairs will be equivalent to the maximum reimbursement per unit dwelling.

Relief services shall include but are not necessarily limited to the following activities in order of priority:

1. All health & safety measures that are within the scope of the weatherization program are given first priority. Health & safety measures can also be expanded to address specific needs of the clientele such as site clean-up and temporary heating sources.
2. Secondary priority will be given to a specific list of weatherization measures that will be established as the most beneficial for the type of disaster. The need for these measures must be due to a direct result of the disaster; otherwise, the order of their installation reverts back to normal weatherization policies and procedures. For each emergency, CSD will seek approval from DOE regarding the priority of these measures and the abandonment of applicable NEAT energy audit requirements.

3. All remaining measures are to be installed in order of priority in accordance with the CSD Low-Income Weatherization Assistance Program Policies and Procedures.
4. Technical assistance may be provided to residents, builders, contractors, and others who are involved in the recovery efforts to aid in achieving the energy efficiency goals of the program.

Prior to initiating disaster relief services, Subgrantees will be required to submit a written plan to CSD outlining the services to be provided and to report activities, expenditures, and demographics as required by the weatherization program.

EXHIBIT F – ATTACHMENT III**CSD LIHEAP/DOE Weatherization Programs
Health and Safety Appliance Replacement Policy**

Purpose

The purpose of this policy is to define the conditions and criteria for the replacement of specific appliances under CSD's LIHEAP and DOE Weatherization Programs. This policy sets conditions and criteria that are in addition to, and not instead of, all other provisions of the applicable contract, including but not limited to allowable expenditures under ECIP and SWEATS. Please cross-reference all applicable policies to determine the allowability of appliance replacements in any particular situation.

Space Heating Unit

Replacements may be performed under one of the following circumstances:

- Existing heating appliance poses a health and safety hazard; or
- Absence of a space heating appliance or an inoperable space heating appliance poses imminent harm to the safety and well being of the occupants.

Condition of appliance must meet any one or more of the following criteria:

- Repair cost exceeds 50% of replacement cost;
- Replacement parts to complete repair are obsolete and not available;
- CO hazard exists that cannot be corrected or repaired within the scope of the program;
- Cracked, damaged, improperly modified, or defective firebox/heat exchanger;
- Existing furnace in mobile home is not listed and approved for use in a mobile home (per current HUD Code), including an open combustion unit in the living space;
- Existing unit verified by a certified technician to be inoperable and cannot be repaired.

Replacements are subject to the following limitations:

- Limited to dwelling's primary space heating appliance;
 - Performed only in conjunction with weatherization services;
 - Age of the appliance is not a basis for replacement;
 - Repairs and replacements performed under DOE for non-health and safety reasons are considered Optional Measures and subject to the NEAT Energy Audit.
 - High efficiency models are subject to the NEAT Energy Audit under DOE and will require a waiver under LIHEAP and ECIP EHCS unless otherwise required under Title 24.
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Wood-Burning Stoves

Replacements may be performed under one of the following circumstances:

- Existing stove poses a health and safety hazard; or
- Absence of the appliance or an inoperable appliance poses imminent harm to the safety and well being of the occupants.

Condition of appliance must meet any one or more of the following criteria:

- Repair cost exceeds 50% of replacement cost;

- Replacement parts to complete repair are obsolete and not available;
- CO hazard exists that cannot be corrected or repaired within the scope of the program;
- Cracked, damaged, improperly-modified, or defective firebox;
- Cracks in stove beyond repair and making it unsafe to operate;
- Defective door cannot be repaired or replaced;
- Existing wood stove in mobile home is not listed and approved for use in a mobile home (per current HUD code).

Replacements are subject to the following limitations:

- Limited to the dwelling's primary cooling appliance;
- Performed only in conjunction with weatherization services;
- Age of the appliance is not a basis for replacement;
- Repairs and replacements performed under DOE for non-health and safety related reasons are considered Optional Measures and subject to the NEAT Energy Audit.

**Central and
Window/Wall
Air
Conditioners**

Replacements may be performed under one of the following circumstances:

- Existing cooling appliance poses a health and safety hazard; or
- Absence of a cooling appliance or an inoperable cooling appliance poses imminent harm to the safety and well being of the occupants.

Condition of appliance must meet any one or more of the following criteria:

- Repair cost exceeds 50% of replacement cost and/or exceeds the scope of general maintenance (window wall A/C only);
- Repairs other than those listed exceed 50% of replacement cost (central A/C only);
- Replacement parts to complete repair are obsolete and not available;
- Existing unit is verified by a technician/contractor to be inoperable and cannot be repaired.

Replacements are subject to the following limitations:

- Limited to dwelling's primary heating or cooking appliance;
- Performed only in conjunction with weatherization services;
- Age of the appliance is not a basis for replacement;
- Repairs and replacements performed under DOE for non-health and safety related reasons are considered Optional Measures and subject to the NEAT Energy Audit.
- High efficiency models are subject to the NEAT Energy Audit under DOE and will require a waiver under LIHEAP and ECIP EHCS unless otherwise required under Title 24.

**Evaporative
Coolers**

Replacements may be performed under one of the following circumstances:

- Existing cooling appliance poses a health and safety hazard; or
- Absence of a cooling appliance or an inoperable cooling appliance poses imminent harm to the safety and well being of the occupants.

Condition of appliance must meet any one or more of the following criteria:

- Repair cost exceeds 50% of replacement cost;
- Rusted and/or leaking pan not feasible to repair;
- Existing unit is undersized unit for the conditioned living space being cooled.

Replacements are subject to the following limitations:

- Limited to the dwelling's primary cooling appliance;
- Performed only in conjunction with weatherization services;
- Age of the appliance is not a basis for replacement.

Repairs and replacements performed under DOE for non-health and safety related reasons are considered Priority Measures (Zone 5 only) or Optional Measures subject to the NEAT Energy Audit.

Water Heating (Gas and Electric)

Replacements may be performed under the following circumstance:

- Existing water heating appliance or an inoperable water heating appliance poses a health and safety hazard.

Condition of appliance must meet any one or more of the following criteria:

- Repair cost exceeds 50% of replacement cost;
- Replacement parts to complete repair are obsolete and not available;
- CO hazard exists that cannot be corrected or repaired within the scope of the program;
- Mineral buildup inside the tank has significantly reduced efficiency/capacity;
- Tank is leaking water.

Replacements are subject to the following limitations:

- Limited to dwelling's primary water heating source;
- Performed only in conjunction with weatherization services;
- Age of the appliance is not a basis for replacement;
- Repairs and replacements for gas water heaters performed under DOE for non-health and safety related reasons are considered Optional Measures subject to the NEAT Energy Audit.

Repairs and replacements under DOE for non-health and safety related reasons are considered Mandatory Electric Base Load Measures.

Cooking Ranges (Gas and Electric)

Replacements may be performed under the following circumstance:

- Existing cooking appliance poses a health and safety hazard.

Condition of appliance must meet any one or more of the following criteria:

- Repair cost exceeds 50% of replacement cost within the scope of the program;
- Obsolete parts (replacements not available);
- CO hazard exists that cannot be corrected or repaired;
- Electrical hazard exists that cannot be corrected;
- Oven door does not close properly because it is sprung or otherwise damaged.

Replacements are subject to the following limitations:

- Limited to dwelling's primary cooking appliance;
 - Performed only in conjunction with weatherization services;
 - Age of the appliance is not a basis for replacement;
 - Cooking appliances are not an allowable measure under DOE.
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EXHIBIT G
(Standard Agreement)

DEFINITIONS

All terms used in this Agreement shall be those as defined in applicable federal and state law (see 42 U.S.C. § 6861) and regulation (see 45 C.F.R. Part 440), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, activities associated with monitoring compliance of Davis-Bacon, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

Agreement: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Amendment: A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.

American Indian (also known as Native American): Any individual who is a member or a descendant of a member of a North American tribe, band, or other organized group of native people who are indigenous to the continental United States or who otherwise have a special relationship with the United States through treaty, agreement, or some other form of recognition, residing within the State. This includes any individual who claims to be an Indian and who is regarded as such by the Indian community of which he or she claims to be a part. This definition also includes Indians of Alaska.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Agreement.

California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

EXHIBIT G
(Standard Agreement)

Certified Lead-Free: Residential property that has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards and that, as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Children: Members of a household who have not attained their nineteenth (19th) birthday.

Client Education/Counseling: Includes, but is not limited to, providing client with written information describing energy-saving behavioral adjustments that will decrease the energy consumption of the household; providing client with resource information, referral, and budget counseling in order to assist clients in achieving self-sufficiency; providing client with mold and lead-safe education and advising client of the benefits of weatherization in their homes.

Client Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility. Intake is reimbursable as a program support activity.

Client Needs Assessment: The act of acquiring additional and appropriate information from an eligible client to determine the needs that can be served by Contractor and other available programs AFTER eligibility has been established.

Contractor: The entity (partnership, corporation, agency, or association) designated on the face sheet (STD 213) of this Agreement.

CSD: The Department of Community Services and Development, State of California.

Diagnostic Testing: Series of testing protocols performed under the weatherization program involving the use of specialized tools to assess: the operating condition of combustion appliances for general safety and carbon monoxide emission levels, and pressurized diagnostic testing procedures to assess the integrity of building envelopes and duct systems for leakage and outside air infiltration. Diagnostic tests shall only be performed by qualified individuals possessing the required skill and training needed to perform diagnostic testing activities.

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of two (2) square feet per room of interior surfaces, or twenty (20) square feet of exterior surface, or ten percent (10%) of a small component, e.g., window sill, baseboards, and trim. When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3 foot window, the di minimis level would be six (6) square feet

EXHIBIT G
(Standard Agreement)

and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

Direct Program Activities: Activities associated with the installation of measures in dwellings to include labor, materials, subcontractors, and lead-safe weatherization materials.

DOE - The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (P.L. 94-385). The federal regulations for this program are in 10 CFR Part 440. The intent of this program is to increase the energy efficiency of low-income dwellings, reduce the occupant's total residential energy expenditures, and improve their health and safety.

DOE Climate Zone - One of five climatically distinct areas, defined by long-term weather conditions affecting the heating and cooling loads in buildings. The Energy End Use and Integrated Statistics Division (EEUISD) developed the zones from seven distinct climate categories originally identified by the American Institute of Architects (AIA) for the U.S. Department of Energy and the U.S. Department of Housing and Urban Development. The zones were determined according to the 30-year average (1961-1990) of the annual heating and cooling degree-days (base 65 degrees Fahrenheit). These climate zones are used in conjunction with the NEAT/MHEA energy audits and priority list measures.

The zones are defined as follows:

- a. Climate Zone 1 - Less than 2,000 cooling degree days (CDD) and more than 7,000 heating degree days (HDD)
- b. Climate Zone 2 - Less than 2,000 CDD and 5,500 to 7,000 HDD
- c. Climate Zone 3 - Less than 2,000 CDD and 4,000 to 5,499 HDD
- d. Climate Zone 4 - Less than 2,000 CDD and less than 4,000 HDD
- e. Climate Zone 5 - 2,000 or more CDD and less than 4,000 HDD

Dwelling Assessment: The process used to evaluate the service needs of an eligible dwelling for weatherization services offered under the DOE and LIHEAP weatherization programs. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Dwelling Unit: A house, including a stationary mobile or manufactured home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

Elderly: An individual 60 years of age or older.

EXHIBIT G
(Standard Agreement)

Electric Base Load Measure: A subcategory of weatherization measures designed specifically to reduce energy consumption in the areas of lighting and electrical appliances. Allowable electric base load measures include compact fluorescent lamps and fixtures and replacement of older and inefficient refrigerators.

Energy Audit: An energy audit is an analysis tool intended to be used by the weatherization agencies for the purpose of determining a list of cost-effective measures for a specific dwelling. The NEAT/MHEA is currently being used for the purposes of this Agreement.

Energy Burden: The expenditures of the household for home energy divided by the income of the household.

Energy Conservation Measures (also known as Weatherization Measures): A wide variety of measures installed in or applied to the dwelling to increase the energy efficiency or to reduce the total energy expenditures of the dwelling.

Estimated Budget Allocation: The estimated dollar amount of DOE annual funding, based on the Final Allocation from the 2009 DOE ARRA Contract, used to facilitate the completion of budgets, fiscal and local planning efforts in the event this Agreement is executed prior to federal authorization of the full annual allocation of DOE funding and funded under Continuing Resolution appropriations.

Evaporative Cooler Repairs: Repair or replacement of filter pads, water pumps, belts, motors, or other components that promote efficient operation of the unit.

Family Unit: All persons living together in a dwelling unit.

Final Allocation: The actual amount of funds available to Contractor under this Agreement after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for Federal Fiscal Year 2009, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.

Fuel Surcharge: A factor that addresses the increase in current fuel prices.

General Heat Waste Measures: A subcategory of weatherization measures designed specifically to improve energy efficiency by reducing general heat and cooling waste within the dwelling. General Heat Waste Measures include: evaporative cooler covers and air conditioner vent covers, hot water flow restrictors and low-flow showerheads, water heater blankets, and water heater pipe wrap.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include, but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related

EXHIBIT G
(Standard Agreement)

hazards, and electrical hazards as defined in the CSD Inspection Policies and Procedures.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation. A malfunctioning HVAC appliance shall be examined by a qualified technician (i.e., C-20 HVAC contractor, or utility company gas service technician). Work shall be performed by a person licensed to perform such work. Special licensing may be required for the installation and/or repair of Evaporative Cooler, Air Conditioning, Gas and Electric Water Heaters, and HVAC systems if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license. If required by local jurisdiction, a building permit must be obtained and finalized for vented appliance installations.

Health and Safety Measures: A subcategory of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor air quality. The measures include CO alarms, heating/cooling and water heater repairs and replacements, lead-safe weatherization and kitchen exhaust repair and replacements. Costs associated with these measures are limited to 25% of specific program costs and are excluded from the calculations for the maximum average reimbursement per dwelling. The formula for determining the allowable maximum for health and safety measures is:

$$\text{(Total Costs - Admin - Training \& Technical Assistance)} \times 25\% = \text{Health \& Safety Maximum}$$

High Residential Energy User: A low-income household whose residential energy expenditures exceed the median level of residential expenditures for all low-income households in the State.

Highest Home Energy Needs: The home energy requirements of a household determined by taking into account both the energy burden of such household and the unique situation of such household that results from having members of vulnerable populations, including very young children (0-5), individuals with disabilities, and frail older individuals (60+).

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2005 Building Energy Efficiency Standards.

EXHIBIT G
(Standard Agreement)

Household with a High Energy Burden: A low-income household whose residential energy burden (residential expenditures divided by the annual income of that household) exceeds the median level of energy burden for all low-income households in the State.

HUD Unit: A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling done to the point of minimum ventilation requirement or it is no longer cost effective to proceed. Infiltration reduction is best accomplished with blower door technology.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended DOE WAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest bearing account.

Liability Insurance: Insurance coverage to protect against claims alleging one's negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

Major Vehicle and Field Equipment: Includes the purchases of vehicle and field equipment over \$5,000 per unit used for the purpose of delivery of direct services. Pre-approval from DOE and CSD is required. Field equipment means diagnostic equipment and related equipment.

Manufactured Home Energy Audit (MHEA): An advanced computer audit software developed at Oak Ridge National Laboratory for DOE's Weatherization Assistance Program. Used to determine the most cost-effective retrofit measures for mobile home dwellings to increase the comfort of occupants and reduce monthly utility costs. After the user inputs data on the dwelling characteristics, including the types of heating and cooling systems, MHEA produces a prioritized list of cost-effective measures customized for each dwelling. The output also includes an estimated dollar value for the projected energy savings, savings-to-investment ratios, and a list of the quantities of materials necessary to perform the recommended retrofit.

Materials: Materials are those allowable items that are installed in or on the dwelling to promote energy conservation. All materials shall be in conformance with the CSD Conventional Home Weatherization Installation Standards, CSD Mobile Home Weatherization Installation Standards and CFR Title 10 Part 440 Appendix A – Standards for Weatherization Materials. Materials are budgeted and reported under Direct Program Activities.

EXHIBIT G
(Standard Agreement)

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement, as amended to reflect the Final Allocation for the term of this Agreement.

Maximum Average Reimbursement: Represents the maximum average per dwelling investment for related weatherization service and program costs. Under this agreement, maximum average reimbursement for weatherized dwellings is \$6,500. The formula for determining the maximum average reimbursement is:

Program Costs – (Health & Safety Measures + Training & Technical Assistance + Liability Insurance + Vehicles & Equipment Purchases Over \$5,000) + Vehicles & Equipment Amortization =
Maximum Average Reimbursement

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12-month period within the 24-month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day.

Minor Envelope Repairs: Those repairs necessary for the effective performance or preservation of weatherization materials or to stop infiltration and general heat waste. Contractor shall maintain labor hours, labor, and materials costs, and required building permits in client's file. Minor envelope repairs include the following:

- a. Blower-door-identified infiltration repairs;
- b. Combustion air venting;
- c. Cover plate replacements;
- d. Exhaust fan repair or replacement;
- e. Floor repair for mobile home water heater;
- f. Knob-and-tube wiring “Notice of Survey by Electrical Contractor” and installation of simple overcurrent protection per the CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual;
- g. Minor roof repairs and materials used to protect the materials installed from the weather;
- h. Mobile home skirting repairs to prevent animal infiltration;
- i. Patching holes in the building envelope that are too big to caulk (includes replacing attic/crawl space access covers); and

EXHIBIT G
(Standard Agreement)

- j. Range hood damper and fireplace chimney damper repair or installation.
- k. Exclusions:
 - i. Air conditioner and/or furnace cleaning and filter replacement;
 - ii. Entrance door modification, repair, adjustments, and/or replacement and allowable hardware into conditioned areas including frames, thresholds, and doorstops.
 - iii. Kitchen cabinet repairs and retrofits that are not associated with the replacement of a range, cook top, or previously installed microwave;
 - iv. Kitchen exhaust systems;
 - v. Repairs to the dwelling that do not contribute to sealing of the building envelope, including but not limited to, handicap ramps and major roof repairs or sealment;
 - vi. Sliding glass door repair and replacement;
 - vii. Window and glass repair and replacement; and
 - viii. Any other measure that has a chargeable line item.

Minor Vehicle and Field Equipment: Includes vehicle and field equipment less than \$5,000 per unit used for the purpose of delivery of direct services. Field equipment means diagnostic equipment and related equipment.

Mobile or Manufactured Home: A mobile, manufactured or factory-built home is defined as a factory-built single family dwelling which includes plumbing and electrical systems, is built on a permanent chassis, and is connected to the required utilities. The unit must be at least 8 feet wide and 41.25 feet long (minimum of 320 square feet) and the wheels must be removed. The structure shall contain conditioned spaces including provisions for sleeping, eating, and cooking for one or more persons.

Modification: An immaterial change to this Agreement that does not require an Amendment.

Multi-Unit Dwellings: Defined as residential dwelling structures containing multiple residential units within a single building or complex, including: duplexes, triplexes, fourplexes, and multi unit apartments.

National Energy Audit Tool (NEAT): An advanced computer audit software developed at Oak Ridge National Laboratory for DOE's Weatherization Assistance Program. Used to determine the most cost-effective retrofit measures for single-family dwellings to increase the comfort of occupants and reduce monthly utility costs. After the user inputs data on the dwelling characteristics, including the types of heating and

EXHIBIT G
(Standard Agreement)

cooling systems, NEAT produces a prioritized list of cost-effective measures customized for each dwelling. The output also includes an estimated dollar value for the projected energy savings, savings-to-investment ratios, and a list of the quantities of materials necessary to perform the recommended retrofit.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the DOE WAP Disaster Relief Plan, emergency services may be provided to low-income individuals and families affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

Nonprofit charitable organization: is defined by the U.S. Tax Code as a 501(c)3. Section 501(c)(3) is a tax law provisions granting exemption from the federal income tax to non-profit organizations. 501(c)(3) exemptions apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Parties: CSD on behalf of the State of California and the Contractor.

Primary Heating and Cooling Source: When a home has more than one heating and/or cooling source, one of the following shall be considered the primary unit:

- a. The appliance that provides conditioned air for the dwelling's primary common living area (i.e., occupied during waking hours), or
- b. The unit providing conditioned air to the largest volume of living space, or
- c. The unit with the largest heating/cooling capacity/output (Btuh or tons).

In a two-story home that has a separate heating and/or cooling source on each floor, the unit on the ground floor is considered the primary heating and/or cooling source, with the following exception:

- a. If the larger capacity/output unit is upstairs, it may be considered the primary unit.

EXHIBIT G
(Standard Agreement)

Only the primary heating and/or cooling source (one unit per dwelling) shall be repaired or replaced. It may be one that provides:

- a. Heating only, or
- b. Cooling only, or
- c. Heating and cooling.

Priority List - The list of energy conservation measures determined to be cost effective by the CSD NEAT Pilot in Program Year 1998-99. These measures may be installed in the specified type of dwelling in the specified climate zone without performing an energy audit.

The following energy conservation measures shall be installed where feasible in site-built single-family dwellings, and small multi-family dwellings (less than five units):

Climate Zone 4 (less than 2,000 CDD and less than 4,000 HDD)

- a. Programmable thermostats
- b. Attic insulation
- c. Floor insulation.

Climate Zone 5 (2,000 CDD or more and less than 4,000 HDD)

- a. Programmable thermostats
- b. Attic insulation
- c. Evaporative cooler
- d. Storm windows for slab-on-grade site-built single family dwellings and small multi-family dwellings only.

Program: Weatherization services provided under 42 USC 6861, et seq., as amended.

Program Income: Any funds earned by grantees and/or subgrantees from non-Federal sources during the course of performing DOE Weatherization work. The income generated must be used to complete additional dwelling units in accordance with DOE rules.

Recreation Vehicle: A recreational vehicle is defined as a travel trailer, motor home, bus, truck camper or camping trailer that was originally designed as a temporary living quarters and could be self propelled or mounted on or drawn by another vehicle and does not fit the definition of a "Mobile or Manufactured Home". This type of unit is excluded from weatherization services.

EXHIBIT G
(Standard Agreement)

Reweathering: To provide previously unapplied weatherization measures to a dwelling that was weatherized under a federal program from September 30, 1994 and earlier and needs further weatherization assistance; or a dwelling unit weatherized using DOE WAP or other Federal program funds after September 30, 1994 that did not receive a full complement of services and previously unapplied allowable measures are to be installed. This activity is to be reported as a reweatherized unit and is not to be included as a completed unit and in client demographics.

Ride-along: A representative of the Contractor who accompanies a designated third-party inspector while performing on-site inspections. CSD requires that, when possible, a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the need for return trips that may inconvenience the client and/or require re-inspection in accordance with the CSD Inspection Policies and Procedures.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12-month period within the 24-month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least \$400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary.

Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure and which have either: (1) direct access from the outside of the building or through a common hall; or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Shelter: A dwelling unit or units whose principal purpose is to house for 90 days or less on a temporary basis individuals who may or may not be related to one another and who are not living in nursing homes, prisons, or similar institutional care facilities.

Single-Family Dwelling: A dwelling structure containing one dwelling unit.

Site-built Dwelling: A conventional dwelling unit built on location, differentiated from manufactured (mobile) homes. Also known as stick-built.

State: The State of California, Department of Community Services and Development.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.

Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.

EXHIBIT G
(Standard Agreement)

Training and Technical Assistance: Training and Technical Assistance activities are activities designed to aid in the development and skill of weatherization crewmembers and program staff in supporting the DOE program.

Vehicle Insurance: Insurance purchased for cars, trucks, and other vehicles related for the delivery of direct programs services.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Vulnerable Populations: Young children (ages 19 years or under), disabled, and elderly persons (ages 60 or older).

Weatherization Training and Its Related Costs: Weatherization-related training activities are designed to ensure that weatherization crewmembers of the contractor and subcontractor are adequately trained in the safe and proper installation of weatherization measures. In particular, employees must be trained in lead-safe weatherization practices and combustion appliance safety (CAS) testing procedures. Costs associated with lead-safe weatherization, basic weatherization, blower door and duct leakage diagnostics, health and safety, CSD weatherization policies and procedures, and CAS trainings may include salary/wages, materials, fees, and travel. Excludes incurred costs associated with participation and attendance to policy advisory committees and workgroups.

Wood-Fueled Stoves and Fireplace Inserts: Wood-fueled stoves and fireplace inserts installed under this program must meet the listing and labeling requirements of the CSD WIS. The recipient and landlord (if applicable) must agree that the stove will remain in the residence where installed. Installation must conform to local fire and building department regulations (Department of Housing and Community Development for Manufactured Homes), must be installed by a person licensed to perform such work, or Contractor must have on file written approval of such installation by a fire department or building inspection official. A building permit is required. A wood-fueled space heater shall not be installed in a dwelling for which it is not the primary heating source or to replace an existing, safely operating wood-fueled space heater.

Workers' Compensation – Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers Compensation shall mean those actual costs associated with workers compensation coverage for program staff whose salaries and wages are chargeable under program costs.



EXHIBIT H
(Standard Agreement)

CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES

FAMILY SUPPORT ADMINISTRATION

PROGRAM: 2009 Department of Energy Weatherization Assistance Program (DOE WAP)

PERIOD: June 30, 2010 through July 1, 2011

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

Leis J. Carson
Signature

Executive Director
Title

Community Action Partnership of Riv. County.
Agency / Organization

5-13-10
Date

**EXHIBIT H
(Standard Agreement)**

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of Last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name address of Lobbying Entity (if individual, last name, first, name, MI): _____ (attach Continuation Sheet(s) SF-LLL-A, if necessary)		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: <u>Lois J. Carson</u> Print Name: <u>Lois J. Carson</u> Title: <u>Executive Director</u> Telephone No.: <u>951-955-4480</u> Date: <u>5-13-10</u>
Federal Use Only:		Authorized for Local Reproductions Standard Form - LLL

EXHIBIT H
(Standard Agreement)

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: Page _____ of

Authorized for Local Reproduction
Standard Form - LLL-A

EXHIBIT H
(Standard Agreement)
INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Included all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.