



RESOLUTION No. 16-504

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 2 TO THE STANDARD AGREEMENT NUMBER 13-CDBG-8931 BETWEEN THE COUNTY OF NEVADA AND THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE MAXIMUM AMOUNT OF \$1,953,750 FOR THE TERM OF FEBRUARY 4, 2014 THROUGH SEPTEMBER 30, 2018 (RES. 14-041; RES. 15-408)

WHEREAS, the Board of Supervisors approved execution of the Standard Agreement No.13-CDBG-8931 between the County of Nevada and the State Department of Housing and Community Development (HCD) for Community Development Block Grant (CDBG) Funds in the maximum amount of \$1,953,750, effective February 4, 2014 through September 30, 2018 per Resolution 14-041; and

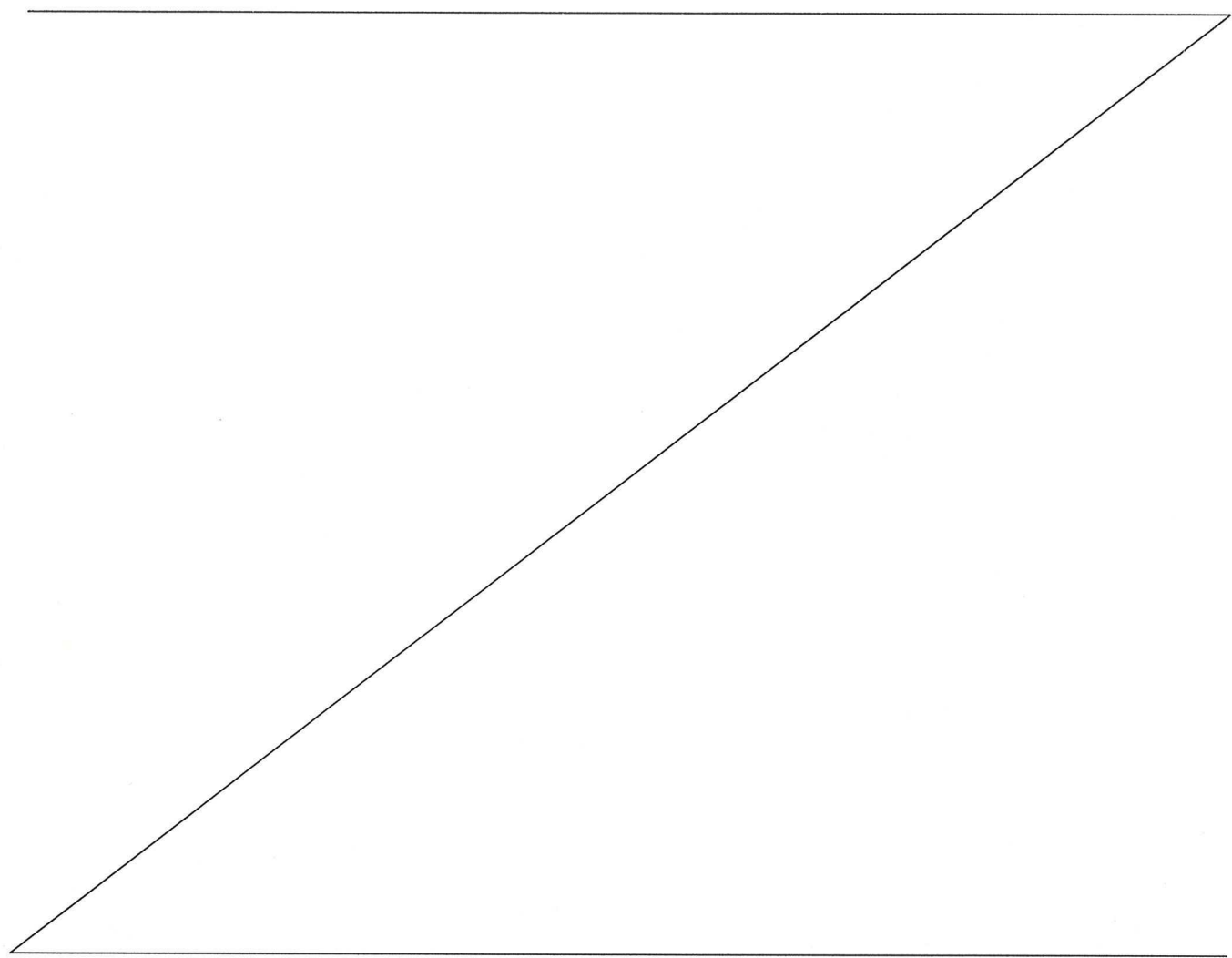
WHEREAS, in funding this award, the State HCD CDBG Program approved implementation of the following projects: Penn Valley Sewer District System Improvements in the amount of \$1,302,326; Foothill Hospitality House Homeless Shelter in the amount of \$242,419; Gold Country Senior Services Meal Program in the amount of \$147,637; Truckee-Sierra Senior Service Meal Program in the amount of \$75,060; North Juan Fire Flow Feasibility Study in the amount of \$50,000 and funds for General Program Administration in the amount of \$136,308; and

WHEREAS, per Resolution 15-408 the Board approved Amendment No. 1 to the Standard Agreement No.13-CDBG-8931 due to changes in HCD CDBG grant funding regulations which allowed the County to award additional projects: Domestic Violence and Sexual Assault Coalition (DVSAC) shelter expansion, in the maximum amount of \$107,912; Turning Point Community Programs Insight Respite Center (IRC), in the maximum amount of \$53,885; Rehabilitation of the Bost House for substance abuse treatment in the maximum amount of \$450,000; and Owner occupied housing rehabilitation to low/moderate income residents of the County in an amount not to exceed future home owner CDBG loan repayments received by the County; and

WHEREAS, the parties desire to amend the termination date to expend Program Funds and submit Fund Disbursement Requests to coincide with the awarding of the construction contracts for the Penn Valley Sewer Pipeline and the Bost House Rehabilitation Projects.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Amendment No. 2 to the Standard Agreement No. 13-CDBG-8931 by and between the County and State Department of Community Services and Development pertaining to extending the date that all Program Funds shall be expended from September 30, 2016 to September 30, 2017 and extending the date that all Fund Disbursement Requests shall be submitted from December 30, 2016 to December 31, 2017 for the Agreement term of February 4, 2014 through September 30, 2018 and the maximum amount of \$1,953,750 remaining unchanged, is approved in substantially the form attached hereto and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

Funds to be deposited into revenue account: 1645-50605-451-1000/446160.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 25th day of October, 2016, by the following vote of said Board:

- Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.
- Noes: None.
- Absent: None.
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

10/27/2016 cc: CSS(5)
AC*(hold)

11/15/2016 cc: CSS*
AC*(release)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the Federal Community Development Block Grant Program for Non-Entitlement jurisdictions (hereinafter, "CDBG" or "the Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228- CDBG - Community Development Block Grant Program and the California State CDBG Regulations, pursuant to 25 California Code of Regulations (CCR), Sections 7050 et seq. In accepting this conditional reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the CDBG Grantee applied, the representations contained in the CDBG Grantee's application for this funding allocation (the "Application"), which is incorporated herein, as set forth, by reference, and the requirements of the authorities cited above. Any changes made to the Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Meeting National Objectives

Activities under this Agreement must meet an eligible CDBG National Objective, authorized under Title I of the Housing and Community Development Act of 1974, as amended hereinafter "HCDA" or "The Act").

Upon completion of the program(s) and/or project(s) funded by this Agreement, the Grantee must be able to meet one of the two National Objectives outlined in Exhibit D, Section 5 of this Agreement (National Objectives) using the proposed activity by the expiration of this Agreement. In accordance with Exhibit D, Section 9 of this Agreement (Non-Performance), if a National Objective is not met all CDBG funds disbursed to the Grantee shall be repaid to the Department.

3. Public Benefit for Special Economic Development

Per 24 CFR 482(f) and (g), the Grantee is responsible to demonstrate fulfillment of the Public Benefit requirement for all CDBG Economic Development (ED) activities that involve assistance to for-profit businesses under Section 105(a)(17) of The Act. Public Benefit is generally met through the creation or retention of one permanent full-time equivalent job position for each \$35,000 in CDBG funds provided directly to an ED project. Unlike the guidelines for project costs and financial requirements covered under paragraph (a) of this section, the use of the standards for public benefit is mandatory.

Any activity where the Grantee has not documented meeting Public Benefit requirements will be deemed an ineligible activity, and the Grantee will be required to repay those ineligible project expenses to the Department.

EXHIBIT A

4. Scope of Work/Contract Amount

- A. The Grantee shall perform the funded activities described in Scope of Work (Work), as represented in the Application, which is on file with the Department of Housing and Community Development, Division of Financial Assistance, 2020 West El Camino Avenue, Suite 500, Sacramento, California, 95833 and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with CDBG requirements. The Department reserves the right to review and approve all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.
- B. For the purposes of performing the Work, the Department agrees to provide the amount(s) identified below. Unless amended, the Department shall not be liable for any costs for Work in excess of this amount, nor any unauthorized or ineligible costs.
- C. The grant activity(ies) shall principally benefit low- or moderate-income person(s) or households(s) (LMI), and as described in the Application, and shall consist of:
1. Truckee-Sierra Senior Services: Provision of meals to income-qualified participants at the Truckee Donner Senior Apartments and by home delivery (Meals-on-Wheels) throughout eastern Nevada County, to benefit approximately 206 persons. (05)
 2. Installation of 4.5 miles of sewer main lines from Penn Valley to the Lake Wildwood Wastewater Treatment Facility to mitigate health and safety issues, to benefit approximately 404 low-moderate income persons. (03J)
 3. North San Juan Fire Flow Feasibility Study to assess the need for increased water storage in the community of North San Juan, to benefit approximately 3,712 persons. (20A)
 4. Provision of temporary shelter, meals and supportive services, to benefit approximately 973 homeless persons. (03T)
 5. Gold Country Senior Services: Provision of meals to income-qualified participants at the Nevada City Senior Apartments, the North San Juan Senior Center and by home delivery (Meals-on-Wheels) throughout western Nevada County, to benefit approximately 232 persons. (05)

EXHIBIT A

Matrix Activity Code	Activity Description	National Objective Code	Amount
03J	Water/Sewer Improvements	LMA	\$1,162,791
03JD	AD – Water/Sewer Improvements	LMA	\$ 139,535
03T	Operating Costs of Homeless/AIDS Patients Program	LMC	\$ 224,462
03TD	AD - Operating Costs of Homeless/AIDS Patients Program	LMC	\$ 17,957
05	Public Services	LMC	\$ 206,201
05D	AD – Public Services	LMC	\$ 16,496
20A	Planning Only	LMA	\$ 50,000
21A	General Program Administration		\$136,308
		TOTAL:	\$1,953,750

Approved Supplemental/Program Income (PI) Activities

Activity Matrix Code	Activity Description	National Objective Code
05G	Public Services – Battered and Abused Spouses	LMC
050	Public Services – Mental Health Services	LMC
14A	Rehabilitation – Single Unit Residential	LMH
03P	Health Facilities – Drug and Alcohol Treatment	LMC

5. Other Funding Sources

- A. Other Funding Sources - The CDBG Grantee shall report on the value of other contributions included as leverage for each project activity via the Project Set-Up/Completion Report. The Project Set-Up/Completion Report is the report which conveys the information needed to establish a project-specific account in the Federal Integrated Disbursement and Information System (IDIS). It is also the report that is used to convey any changes to the project-specific account, and report the final project-specific information in IDIS.

EXHIBIT A

- B. Match (Planning and Technical Assistance Grants (PTA) only) - The cash match that the Grantee has committed to a PTA activity as required by Health and Safety Code 50833 and 25 CCR 7058(a)(5) must be expended prior to requesting reimbursement from PTA grant funds. The Grantee will report the expenditure of match funds on the Semi-Annual Financial and Accomplishment Reports (FARs) and the Project Set-Up/Completion Report. Program Income cannot be used as cash match.

Amount of required match awarded planning grant: \$2,500.00

6. Program Income

Pursuant to 24 CFR, Part 570.489(e) as amended in the CDBG Final Rule, and 24 CFR Part 85, if the Grantee has committed PI funds in its Application, this PI and/or any additional PI committed to an activity must be spent before any grant funds are requested for the activity(ies) for which it was committed. Any PI in a local revolving loan account, or PI waiver designated for the same activity(ies) as any open grant activity must also be spent before grant funds are drawn down for the activity(ies). The Grantee shall report PI expenditures on the Funds Request Form, and the Semi-Annual PI Report. The following PI is committed to grant activities for this Agreement:

The amount of committed PI includes activity delivery; it does not include PI general administration funds.

7. Term of Agreement and Deadlines

With the exception of the Grant Closing Requirements set forth in Exhibit B, Section 6, the Grantee shall complete the grant activity(ies) by the termination date set forth on the front page of this Agreement.

- A. All Program funds shall be expended by: 9/30/2017
- B. All Funds Disbursement Requests shall be submitted by: 12/31/2017
- C. This Agreement will expire on: 9/30/2018

The total amount of funds drawn during the entire contract term must be for actual and reasonable costs incurred according to the United States Office of Management and Budget Circular for Audits of States and Local Government (OMB) Circulars A-87 and A-122 and documentation must be maintained in the Grantee's contract file.

No payments shall be made for drawdown requests received after 12/31/2017. Any funds not drawn down by 12/31/2017 shall be disencumbered.

EXHIBIT A

8. Line Item Adjustments

Line item adjustments may be made in accordance with the following:

- A. The Department may approve a request from the Grantee to reallocate funds between the authorized activities and itemized amounts stated in Section 4 of this exhibit. Any changes of the total grant amount between activity categories or line items during the term of this Agreement, and expenditures pursuant thereto, may be made only after the Department's express written approval. Due to the differences in Activity Delivery (AD) percentages associated with different activities, they too will need to be adjusted accordingly.
- B. If HUD changes an Activity Matrix Code(s) or if there is an error in recording the Activity Code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.

9. Activity Delivery Cost Limitations

Refer to the NOFA that is associated with this Contract or any relevant CDBG Management Memo.

10. State Contract Coordinator

The State Contract Coordinator for this Agreement for the Department is the CDBG Program Manager, Division of Financial Assistance, or the Program Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be sent first class mail, unless otherwise informed, to the State Contract Coordinator at the following address:

Contract Coordinator, CDBG
Division of Financial Assistance, Suite 400
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054

11. Contract Administrator

The Grantee's Contract Administrator (must be a grantee employee) for this Agreement is listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be sent by first class mail, unless otherwise informed, to the following address:

Grantee: County of Nevada
Name: Michael Heggarty
Title: Director of Health and Human Services Agency
Address: 950 Maidu Avenue, Nevada City, CA 95959
Phone: (530) 265-1627
E-Mail: Michael.heggarty@co.nevada.ca.us