



RESOLUTION NO. 17-588

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO STANDARD AGREEMENT 14-HOME-10037 BETWEEN THE COUNTY OF NEVADA AND THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR THE HOME GRANT PROGRAM TO EXTEND THE DEADLINE TO EXPEND THE FUNDS FROM NOVEMBER 30, 2017 TO AUGUST 31, 2018 AND EXTENDING THE EXPIRATION DATE OF THE AGREEMENT FROM NOVEMBER 30, 2032 TO AUGUST 31, 2033, IN THE AMOUNT OF \$1,000,000 AND AUTHORIZING THE CONTINUATION OF A GENERAL FUND ADVANCE OF \$130,000 (RES. 15-358)

WHEREAS, the Board of Supervisors approved Standard Agreement 14-HOME-10037 and authorization of a General Fund Advance of \$130,000 on August 11, 2015 per Resolution 15-358; and

WHEREAS, the California Department of Housing and Community Development has authorized an extension of the HOME Investment Partnerships Program (HOME) expenditure of funds; and

WHEREAS, the Nevada County Board of Supervisors desires to make available the HOME First Time Home Buyer program to low-income residents as efficiently as possible; and

WHEREAS, a revolving General Fund advance of \$130,000 to HHSA - Housing Division would allow for the efficient and effective HOME First Time Home Buyer program operation and service delivery to the local community; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of the County of Nevada, State of California, that:

1. Amendment No. 1 to Standard Agreement 14-HOME-10037 by and between the County of Nevada and the State Department of Community Services and Development to extend the deadline to expend the funds from November 30, 2017 to August 31, 2018 and extend the expiration date of the Agreement from November 30, 2032 to August 31, 2033 be and hereby is approved in substantially the form attached hereto, and the Chair of the Board of Supervisors be and hereby is authorized to execute the Amendment No. 1 to Standard Agreement 14-HOME-10037 on behalf of the County of Nevada.
2. The Health and Human Services Agency, Housing Division Director, or his designee, to sign all other documents or instruments necessary or required by the Department of Housing and Community Development for participating in the HOME Program.
3. The Auditor-Controller is directed to extend the cash advance to Fund 1621 in Fiscal Years 2017/18 and 2018/19 up to, but not to exceed \$130,000. The General Fund shall be reimbursed upon final receipt of funds from the State for the HOME First Time Homebuyer Program.

Funds to be deposited into account 1621-50604-451-2014/446690

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of December, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, 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: 


Hank Weston, Chair

12/12/2017 cc: CSS (5)
AC* (Hold)

1/18/2018 cc: CSS*
AC* (Release)

STATE OF CALIFORNIA
STANDARD AGREEMENT

CONTRACTOR'S COPY

STD 213A (Rev 06/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACH 4 PAGES

AGREEMENT NUMBER AMENDMENT NUMBER

14-HOME-10037	1
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
 CONTRACTOR'S NAME
County of Nevada

2. The term of this Agreement is: **08/13/2015 through 08/31/2033**

3. The maximum amount of this Agreement after this amendment is: **\$1,000,000.00 (Amendment #1 increases the contract amount by \$0.00)**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. STD 213, Item 2, The Term of this Agreement is hereby changed, from Upon HCD Approval through August 31,2032 to August 13, 2015 through August 31, 2033.

B. Exhibit A, Authority, Purpose and Scope of Work, is hereby deleted in its entirety and replaced with a new Exhibit A, Authority Purpose and Scope of Work, (Rev. 11/2017) attached hereto and made a part hereof.

C. Exhibit E, Special Conditions, is hereby deleted in its entirety and replaced with a new Exhibit E, Special Conditions (Rev. 11/2017), attached hereto and made a part hereof.

Note: In order to bring all contracts into uniformity, the following change has been made. Exhibit C, State of California General Terms and Conditions (GTC 610) has been changed. The new State of California General Terms and Conditions (GTC 04/2017) are hereby incorporated by reference. The GTC 04/2017 documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

All other terms and conditions shall remain the same.

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

CONTRACTOR		California Department of General Service Use Only JAN 04 2018
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Nevada		
BY (Authorized Signature) <i>Hank Weston</i>	DATE SIGNED (Do not type) 12/12/2017	
PRINTED NAME AND TITLE OF PERSON SIGNING Hank Weston, Chair, Board of Supervisors		
ADDRESS 950 Maidu Avenue, Nevada City, CA 95959		
STATE OF CALIFORNIA		
AGENCY NAME Department of Housing and Community Development		
BY (Authorized Signature) <i>Synthia Rhinehart</i>	DATE SIGNED (Do not type) 1/4/18	
PRINTED NAME AND TITLE OF PERSON SIGNING Synthia Rhinehart, Contracts Manager, Business & Contract Services Branch		
ADDRESS 2020 W. El Camino Ave., Sacramento, CA 95833		

SCM 4.04.A.3 (DGS Exempt per: Memo dated 6/12/81)

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 Home Investment Partnerships Program (hereinafter "HOME") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the provisions of the Cranston-Gonzalez National Affordable Housing Act (42 USC 12741 et seq.), the HOME Investment Partnerships Program (Title 24 Code of Federal Regulations Part 92), California Health and Safety Code Section 50896, and Title 25, Division 1, Chapter 7, Subchapter 17 of the California Code of Regulations, Sections 8200 through 8220 (the "State Regulations"), all as amended and in effect from time to time. The HOME Program is listed in the Catalog of Federal Domestic Assistance (CFDA) as 14.239 - HOME Investment Partnerships Program. In accepting this conditional reservation of funds, the Contractor (sometimes referred to herein as the "HOME Recipient") agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the HOME Recipient applied, the representations contained in the HOME Recipient's application for this funding allocation (the "Application"), and the requirements of the authorities cited above.

2. Scope of Work

A. HOME Recipient shall perform the Scope of Work (hereinafter "Work") as described in the Application, which is on file at the Department, Division of Financial Assistance, 2020 West El Camino Ave., Suite 650, Sacramento, California, 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 a HOME Program Manager or higher Departmental official, as appropriate, are hereby incorporated as part of the Application. The Department reserves the right to require the HOME Recipient to modify any or all parts of the application in order to comply with HOME Investment Partnerships Program federal and/or State Regulations or requirements. The Department reserves the right to review and approve all Work to be performed by the HOME Recipient in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department. Any approval shall not be presumed unless such approval is made by the Department in writing.

B. The Work shall consist of:

Project Location	Type of Activity	HOME Activity Funds	Total Units	HOME Units
County of Nevada	Tenant-Based Rental Assistance Program	\$253,500	240	240
	First-Time Homebuyer Program	\$721,500	11	11
	State Recipient Administration	\$25,000		

3. Term of Agreement and Deadlines

- A. All Program funds shall be expended by: August 31, 2018.
- B. All Drawdown Requests shall be submitted by: October 31, 2018.
- C. This Agreement shall expire on: August 31, 2033.

No payments shall be made for drawdown requests received after October 31, 2018. Any funds not drawn down by October 31, 2018, shall be disencumbered.

Pursuant to 24 CFR 92.254, any homeownership units funded by HOME that do not have a ratified sales contract with an eligible homebuyer for the housing within nine (9) months of the date of completion of construction or rehabilitation, shall be rented to an eligible tenant pursuant to the requirements of 24 CFR 92.252.

4. Contract Amount

For the purposes of performing the Work, the Department agrees to provide the amount shown on Page 1, No. 3 of this Agreement (Std. 213). In no instance shall the Department be liable for any costs for Work in excess of this amount, nor for any unauthorized or ineligible costs. The HOME Recipient agrees to administer this allocation in accordance with the provisions of 24 CFR 92 and Section 8200 through, and including, Section 8220 of Title 25 of the California Code of Regulations. The Agreement amount shall be expended as follows:

Tenant Based Rental Assistance Program	\$253,500.00
First-Time Homebuyer Program	\$721,500.00
State Recipient Administration	\$25,000.00

5. Activity Delivery Costs

HOME Recipients shall report the amount of Activity funds used for Activity Delivery Costs on the HOME Set-Up and Completion Reports. The HOME Recipient must request Activity Delivery Costs (ADC) in proportion to the amount of Activity funds being drawn down. The maximum amount of ADC that may be drawn for each specific activity is:

- A. Up to 24% of the HOME loan/grant amount for Owner-Occupied Rehabilitation (OOR).
- B. Up to 6.5% of the HOME loan/grant amount for First-Time Homebuyer (FTHB) activities including rehabilitation;
- C. Up to 6.5 % of the HOME Construction loan amount for First-Time Homebuyer activities involving in-fill construction;
- D. Up to 5% of the total household assistance amount to reimburse the cost of unit inspections and eligibility determinations for Tenant-Bases Rental Assistance. These amounts may be modified by HOME Management Memo. The total amount of ADC drawn down during the entire contract term must be for actual costs incurred according to OMB Circulars A-87 and A-122 and have documentation in each project file.

6. Other Funding Sources

- A. Other Funding Source - The HOME Recipient shall report on the value of other contributions included as leverage to the project activity with each Project Set-Up and Completion Report (this is one report). The Project Set-Up and 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 in the report that is used to convey any changes to the project-specific account, or report the final project-specific information in IDIS established by U.S. Department of Housing and Urban Development (HUD).
- B. Match - All matching contributions for a specific activity required by 24 CFR 92.218-222 are waived. However, the HOME Recipient shall report all match eligible funding in the Project Set-Up Report and Project Completion Report.
- C. Subsidy Limits - The amount of HOME funds the HOME Recipient may contribute to HOME-assisted housing on a per-unit basis may not exceed the per-unit dollar limits established by HUD, as referenced in 24 CFR 92.250.

7. Department Contract Coordinator

The coordinator of this Agreement for the Department is the Chief of the HOME Program, Division of Financial Assistance, or the Chief's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class or priority mail to the Department Coordinator at the following address:

State HOME Program Chief
Department of Housing and Community Development
Division of Financial Assistance
P. O. Box 952054
Sacramento, California 94252-2054
Phone: (916) 263-2939

8. HOME Program Contract Coordinator

The HOME Recipient's contact for this Agreement may vary; therefore, you will be contacted directly by your assigned representative. The State Recipient Representative jurisdiction lists, which are different for Program Activities and Projects, are also available at www.hcd.ca.gov/fa/home.

Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be sent by first class mail to the contact at the following address:

Name: HOME Program Representative
Phone: (916) 263-2939
Fax: (916) 263-3394
Email: HOME@hcd.ca.gov
Address: Department of Housing and Community Development
Division of Financial Assistance
P.O. Box 952054
Sacramento, CA 94252-2054

EXHIBIT E

SPECIAL CONDITIONS

These Special Conditions are specific for this Standard Agreement.

First-Time Homebuyer (FTHB) Projects completed after November 30, 2017 and up to August 31, 2018 will include only the following projects identified by the applicant's name:

Pre-Qualified Projects:

Myles Anderson and Jordyn Chapman

Susanne Bell

Raymond and Tara Thompson

John and Samantha Sciarra

Waiting List Projects:

Marquetta Bozarth

Kimberly Marshall

Chris Andrews

Mathew Wright

Joseph Wright

Eileen Brasher

Christopher Bowman

No substitutes of households will be permitted, and no additional extensions will be granted.