

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGESAGREEMENT NUMBER
20-ESGCV1-00037AMENDMENT NUMBER
2

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME

County of El Dorado

2. The term of this Agreement is:

START DATE

December 14, 2020

THROUGH END DATE

November 30, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$1,653,000.00

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:

Add additional funding in the amount of \$500,00.00.

EXHIBIT A, AUTHORITY, PURPOSE AND SCOPE OF WORK, SECTION 5. TERM OF AGREEMENT AND PERFORMANCE MILESTONES, is hereby amended, restated and with the following (see attached Exhibit A):

- A. Agreement will expire on: November 30, 2022
- B. All Program funds shall be expended by: September 30, 2022
- E. Forgoing the Expenditure Milestone Expectations

Except as specifically amended herein, all other terms, conditions and covenants contained in the Agreement are unmodified and remain in full force and effect. All future references shall mean this Agreement as amended hereby.

*All other terms and conditions shall remain the same.***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of El Dorado

CONTRACTOR BUSINESS ADDRESS

3057 Briw Road, Suite B

CITY

Placerville

STATE

CA

ZIP

95667

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Shaun Singh

TITLE

Contracts Manager, Business & Contract Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

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 CARES Act Emergency Solutions Grants Program Allocation (hereinafter, "ESG-CV" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department" or "HCD") pursuant to the provisions of the 2020 Federally enacted Coronavirus Aid, Relief, and Economic Security Act, Title XII, Homeless Assistance Grants Section (hereinafter, "CARES Act") and any HUD Notices or waivers including the HUD Mega-Waiver dated April 1, 2020 and HUD CPD Notice-20-08 dated September 1, 2020 and, where not superseded by the CARES Act, pursuant to the provisions of 42 USC 11371 – 42 USC 11378, ("Federal Statutes"), 24 CFR Part 576, ("Federal Regulations") all as shall be amended from time to time.

HCD receives federal funds for ESG-CV from the United States Department of Housing and Urban Development (HUD). In accepting this conditional reservation of funds, Contractor (sometimes referred to herein as "Grantee," "Administrative Entity," "Applicant," or "Continuum of Care") agrees to comply with the terms and conditions of this Agreement, which relates to the ESG-CV Notice of Funding Availability (NOFA) dated June 1, 2020 (Round 1) and the ESG-CV NOFA dated October 2, 2020 (Round 2) under which the Contractor applied, the representations contained in the Contractor's Application for the ESG-CV funding allocations, and the requirements of the authorities cited above. Any and all changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department.

2. Scope of Work

A. Contractor shall perform the Scope of Work ("Work") required as described in this Agreement and in the Application, which is on file electronically with the Department and which is incorporated herein by reference. Contractor shall be responsible for ensuring its selected homeless service providers perform the Work set forth in Exhibit E of this Agreement. 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 ESG-CV requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of 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.

Program Name: Emergency Solutions Grants Program (ESG) (under CARES Act – ESG-CV)
NOFA Dates: 6/1/2020, 10/02/2020
Approve Date: (02/04/2021)
Prep. Date: 4/15/2020, Amended 10/28/2020

EXHIBIT A

- B. Contractor shall perform the Work, only in the areas as identified, and in accordance with the approved ESG-CV Application and as required by Federal ESG requirements at 24 CFR Section 576. Contractor's selected homeless service providers shall provide services in the areas identified in the application/award recommendation package submitted to the Department. Services shall be provided by the Contractor and the Contractor's funded subrecipients for at least the term of the ESG-CV grant. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit F. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

3. Duplication of Benefits

A Duplication of Benefit (DOB) occurs when a program beneficiary receives assistance from multiple funding sources totaling an amount that exceeds the need for a particular funding need. The duplication is the amount of assistance provided in excess of the need. It is the Department's responsibility to ensure that each ESG-CV activity provides assistance only to the extent that the recipient's project's funding need(s) has not been met by another funding source.

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss for which the entity has already received financial assistance from another source (See: 42 USC § 5155(a)). The Federal Register Notice, published on November 16, 2011 (Docket No. FR-5582-N-01), requires adequate policies and procedures in place to prevent a DOB and provide for the recapture of funds, if necessary.

Applicants will be required to complete DOB documentation with application. Recipients will be required to continue to report on DOB during the expenditure period for the ESG-CV funds. Applicants will be required to prepare DOB policies and procedures including a policy for funds recapture to be included in written standards.

4. Effective Date and Commencement of Work

This Agreement was effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date"). However, the Standard Agreement is being modified per this Standard Agreement Amendment (STD 213A) which is effective upon the date of the Department's representative's signature on page one of STD 213A. Per the CARES Act, contractors may request reimbursement for allowable costs incurred to prevent, prepare for, and respond to coronavirus including costs that are incurred, including costs incurred prior to award letter and prior to the date of the enactment of the CARES Act. In addition, no activity funds shall be incurred until any required environmental review process has been completed, if required under 24 CFR 50, except as exempted by the

Program Name: Emergency Solutions Grants Program (ESG) (under CARES Act – ESG-CV)
NOFA Dates: 6/1/2020, 10/02/2020
Approve Date: (02/04/2021)
Prep. Date: 4/15/2020, Amended 10/28/2020

EXHIBIT A

CARES Act as it relates to temporary emergency shelters. Contractor agrees that the Work shall be completed by the expenditure date specified in Exhibit A, Paragraph 5.

- A. Contractor must obligate all funds within one hundred and twenty (120) days from the date of the award notification letter for each of the two rounds of funding. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general purpose local government that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the subcontractors are subject to obligate the funds within one hundred and twenty (120) days from the date of the award notification letter received by the general purpose local government.
- B. Contractor agrees to provide documentation satisfactory to the Department evidencing the obligation of ESG-CV funds within one hundred and twenty (120) days from the date the Department made each of the two rounds of grant funding available to the Contractor. If the Contractor fails to provide such documentation, the Department may disencumber any portion of the amount authorized by this Agreement with a fourteen (14) day written notification.
- C. Contractor and its subcontractors agree that the Work shall be completed by the expenditure date specified in Exhibit A, Section 5 and that the Work will be provided for the full term of this Agreement.

5. Term of Agreement and Performance Milestones

- A. This Agreement will expire on: November 30, 2022
- B. All Program funds shall be expended by: September 30, 2022
- C. All Final Funds Requests shall be submitted to the Department within thirty (30) days after the expenditure deadline.
- D. Reimbursements will not be made after this Agreement expires.
- E. Expenditure Milestone Expectations
 - a. The Department is forging the milestones as previously described in Ex. A, Section 5, Recital E of the original and previously amended versions of this Agreement. The Contractor has demonstrated a strong capability to properly expend the money pursuant to the Agreement and where the milestones are no longer a requirement of HUD and applicable authority. The Department is now

Program Name: Emergency Solutions Grants Program (ESG) (under CARES Act – ESG-CV)
NOFA Dates: 6/1/2020, 10/02/2020
Approve Date: (02/04/2021)
Prep. Date: 4/15/2020, Amended 10/28/2020

EXHIBIT A

providing the Contractor more funds as identified in this Agreement, for the purpose of furthering its Work and obligations under the Agreement, and where the previously identified milestones are now incompatible.

6. Scope of Work Revisions and Amendments

- A. Contract Revisions: Adjustments to the Scope of Work that do not require an increase or reduction of activity scope, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the Department in writing prior to implementation. If approved, Contract Revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:
- 1) Budget revisions which do not change the total award amount.

7. ESG Program Contract Management

- A. Department Contract Manager: For purposes of this Agreement, the ESG Program Contract Manager for the Department is the Program Manager of the ESG Program in the Division of Financial Assistance, or such person's designee. Written communication regarding this Agreement shall be directed to the ESG Program Representative at the following address:

Department of Housing and Community Development
Division of Financial Assistance, Federal Programs Branch
Emergency Solutions Grants Program Representative
2020 West El Camino Ave, Suite 200
Sacramento, California 95822
Email: ESG@hcd.ca.gov

- B. Contract Management: Day-to-day administration of this Agreement shall take place through the online grant management system, including, but not limited, to:
- 1) Requests for Funds Forms;
 - 2) Budget Revision Forms;

Program Name: Emergency Solutions Grants Program (ESG) (under CARES Act – ESG-CV)
NOFA Dates: 6/1/2020, 10/02/2020
Approve Date: (02/04/2021)
Prep. Date: 4/15/2020, Amended 10/28/2020

EXHIBIT A

- 3) Annual Reports;
- 4) Submittal of any and all requested supporting documentation;
- 5) Standard Agreement Revisions (non-material contract changes); and,
- 6) Standard Agreement Amendments (material contract changes).

C. Grantee Contract Administrator: The Grantee's Contract Administrator (must be a Grantee employee) as identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile. Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

8. Capacity to Contract

Contractor has the capacity and authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

9. Authority to Execute

Each Party executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on his or her own behalf, represents that he or she is authorized to execute this Agreement on behalf of said entity.