

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION

Business & Contract Services Branch

2020 W. El Camino Avenue, Suite 130, 95833
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-6872
www.hcd.ca.gov



05/05/2022

Karen Garner, Director of Planning and Building
County of El Dorado
2850 Fairlane Court
Placerville, CA 95667

Dear Ms. Garner:

RE: County of El Dorado – Diamond Village Apartments
Contract No.: 21-CDBG-HK-00098

Congratulations on your Community Development Block Grant (CDBG) Program Award. You have received your CDBG Standard Agreement, Exhibits A through E, in the Grants Network System:

A. Standard Agreement (STD 213 and Exhibits A thru E)

STD 213 - Cover page

Exhibit A - Authority, Purpose and Scope of Work

Exhibit B - Budget Detail and Payment Provisions

Exhibit C - General Terms and Conditions - GTC 04/2017

Exhibit C is now incorporated by reference; please see the STD 213 for additional information.

Exhibit D – CDBG Program Terms and Conditions

Exhibit E – Program Application

B. For expeditious handling, please review the STD 213, sign and upload it into the Grants Network System. Do not mail or email the signed STD 213. Please follow the instructions below:

1. Review the entire Standard Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title and date, using blue ink**, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.

3. Print and upload the signed STD 213 into the Grants Network System within 30 days from the date of this letter.
4. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
6. Maintain a complete electronic version of the STD 213 and Exhibits A through E for your pending file. **Note: The Standard Agreement is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Felicity Gasser, HCD Specialist II, Federal Programs Branch, at (916) 820-1187 or email Felicity.Gasser@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

Diana Malimon

Contracts Analyst

cc: Janice Waddell, Branch Chief, Federal Programs Branch

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, California Health and Safety Code Section 50825, et seq., and the California State CDBG Program Guidelines in effect as of October 15, 2019, all as may be amended from time to time. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG -Community Development Block Grant Program. 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 2020-2021 Annual Action Plan January 2021 Substantial Amendment under which the Grantee applied, as identified in this document footer, the representations contained in the Grantee's application (the "Application") for this funding allocation, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. For activities funded outside of a NOFA, including activities funded through Program Income, and activities funded through Urgent Need, the Grantee agrees to comply with the terms and conditions of this Agreement, the representations contained in the Grantee's Application for activity funding, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. Any changes made to the submitted and awarded 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. Scope of Work

- A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E Sections I through IV, and the Application which is on file with the Department and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT A

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 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.

- B. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit B, and as detailed in Exhibit E, Section I, Budget Worksheet. 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.
- C. Except for General Program Administration, grant activity(ies) must meet one of the following three CDBG National Objectives:
 - 1) Benefit to Low/Moderate Income Persons or Households,
 - 2) Urgent Need, or
 - 3) Elimination of Slums or Blight as defined in 24 CFR 570.483.

3. **Effective Date and Commencement of Work**

- A. This Agreement is effective upon approval by the Department as evidenced by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213.
- B. The CDBG Grantee agrees that no Work toward the implementation of the project activity or program activity, as identified in Exhibit E, Section I through IV, shall commence without prior written authorization from the Department prior to the execution of this Agreement by the Department.

4. **Term of Agreement and Performance Milestones**

- A. Term of Agreement: With the exception of the Grant Closing Requirements set

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT A

- forth in Exhibit B, Section 6, the Grantee shall complete the grant activity and/or activities on or before six (6) months from the Department's execution date identified on the STD 213 of this Standard Agreement. Any extensions to this term will require the Department's approval and a contract amendment.
- B. Expenditure Deadline: All Program funds shall be expended no later than six (6) months from the final Department execution date of this Agreement as identified on the STD 213. All requests for funds must be submitted prior to the Expenditure Deadline.
- 1) Reporting Deadlines:
 - a) All activities except activities in support of new housing construction and activities in support of economic development must report final beneficiaries no later than thirty (30) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.
 - b) For activities in support of new housing construction and economic development where housing units or jobs are dependent on off-site infrastructure development, the activity shall have an extended reporting term of two years (24 months) from the Expenditure Deadline to complete reporting of units constructed and occupied or jobs created or retained. Activities that do not meet the reporting deadline will be deemed ineligible and the Grantee may be required to repay all grant funds expended on the activity.
- C. Milestones: Grantee shall timely adhere to project milestones as established in Exhibit E, Section V.
- 1) Failure to Meet Milestones:
 - a) Failure to meet the first milestone identified in Exhibit E, Section V, is a material breach and may result in a for-cause termination of this Agreement. All funds, including program income, reimbursed for this activity prior to the termination shall be returned to the Department no less than thirty (30) days from the written notification of termination.

EXHIBIT A

- b) Failure to meet any given subsequent milestones identified in Exhibit E, Section V, may result in loss of program eligibility and will restrict the Grantee from applying for additional CDBG funding until the activity is corrected and put back on schedule, or the activity is completed, or the activity is canceled.
- 2) Any milestone or deadline except for: (1) the first milestone, (2) the final activity report milestone, and (3) the expenditure deadline may be revised administratively with the approval of the Department without incurring penalty, provided the revision request is received in advance of the original milestone due date.

5. Scope of Work Revisions and Amendments

A. Contract Revisions:

- 1) Adjustments to the Scope of Work that do not require:
 - a) an increase or reduction of activity scope;
 - b) a change in National Objective; or a
 - c) change in the type of beneficiaries assisted

may be completed as a Contract Revision. Contract Revisions must be approved by the Department 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.

- 2) Contract Revisions may include but not be limited to:
 - a) Adjustments that:
 - i. Itemize the scope of work;
 - ii. Revise milestone deadlines, except for first and last milestones, and/or
 - iii. Change the scope of work in a manner that does not change the overall budget, National Objective, or change type or reduce

EXHIBIT A

count of estimated beneficiaries.

- b) Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without changing the overall budget.

B. Contract Amendments:

1) Adjustments to the Scope of Work that:

- a) Require an increase or a reduced scope of work;
- b) Change the National Objective, or;
- c) Change the type or reduces the number of beneficiaries assisted

shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

2) Contract Amendments shall include but not be limited to:

- a) Adjustments that:
 - i. Add scope beyond what was included in the original application, or that reduce scope such that the activity is materially different from the original application, or that reduce estimated beneficiary counts.
 - ii. change the scope in a manner that requires a change to awarded activity budget, including adding funds from other State CDBG funded activities, adding Program Income, and reducing funds from either State CDBG awarded funds or Program Income.

C. HUD Matrix Codes:

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.

6. State CDBG Program Contract Management

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT A

A. Department Contract Manager:

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

State CDBG Program Contract Manager
Division of Federal Financial Assistance
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054
Ph: (916) 263-2711
Email: CDBG@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) Financial Reports (Funds Requests);
- 2) Activity Reports;
- 3) Semi-Annual Reports;
- 4) Annual Reports;
- 5) Submittal of any and all requested supporting documentation;
- 6) Standard Agreement Revisions (non-material contract changes); and,
- 7) Standard Agreement Amendments (material contract changes).

C. Grantee Contract Administrator:

The Grantee's Contract Administrator (must be a Grantee employee) is 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

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT A

the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

7. 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.

8. Authority to Execute:

Each person executing this Agreement represents and warrants to the Department that he or she is duly authorized to execute and deliver this Agreement on behalf of the Contractor, and that such authority is evidenced by a binding authorization. The person executing this Agreement, and the Contractor, acknowledge that the Department is materially relying upon the foregoing representation and warranty in agreeing to enter into this Agreement. In the event of a defect in any resolution submitted to the Department in connection herewith, then this provision shall be deemed satisfactory and admissible evidence of the authority of the signer to bind Contractor to this Agreement and Contractor shall remain fully bound to the terms hereof. In the event the Department determines in its sole discretion that a resolution submitted by the Contractor is deficient in any way, then within thirty (30) days of the Department's request, Contractor shall resubmit a new resolution which is satisfactory to the Department. Failure by the Contractor to timely provide such resolution to the Department shall constitute a default under this Agreement.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

- A. Budget Detail: The activity shall follow the budget as detailed in Exhibit E, Section V.
- B. Program Income: All Program Income is state administered CDBG funding and is subject to the same federal requirements for financial administration as open grant awards. Program Income, including both cash-on-hand and future projected receipts, if identified as a funding source for any given activity, must be included in the activity budget and must be substantially expended prior to drawing grant award funds. Program Income must be identified separately from grant funds in the activity budget and must be broken out into activity and general administration funding, as applicable. The Department will not encumber locally administered Program Income against grant funds in the state's accounting system.

Funding in this Agreement may include either or both:

- 1) the total new grant award to be encumbered by the Department from grant funds,
 - 2) total locally held Program Income to be included in the activity budget but that will **not** be encumbered by the Department. This Agreement is for the sum total of funds to be used in the activity including grant funds and Program Income, as applicable. Program Income receipts must be reported no less than quarterly.
- C. Other Non-State CDBG Funding Sources: The Grantee shall report on the value of other contributions included as leverage for each activity via the Financial Reports required for such activity. The Financial Reports shall be accessed through the online grant management system and are the reports which convey the information needed to complete financial transactions in HUD's Integrated Disbursement and Information System (IDIS).

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT B

2. Availability of Funds

The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of CDBG funds and continued federal authorization for CDBG activities, as well as the conditions set forth in Exhibit D, Section 33. The Department's provision of funding is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification or termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Eligible Costs

- A. No activity costs may be incurred, or funds reimbursed until the Grantee has documented compliance with the applicable National Environmental Protection Act (NEPA) requirements established in 24 CFR 50, 24 CFR 58, and 42 USC 4321, et seq.
- B. Allowable Costs: Allowable costs shall mean those necessary and proper costs under 2 CFR 200.400 through 475, and as identified in the Grantee's application and as detailed in Exhibit E, Section VI, and as approved by the Department unless any or all such costs are disallowed by the State of California or HUD. Allowable costs include necessary and proper activity and administration costs incurred prior to the execution of this Agreement. All costs incurred prior to the execution of this Agreement must be eligible to be considered allowable and suitable for reimbursement. Eligible costs must, at a minimum, be costs incurred according to the procurement requirements of 2 CFR 200.317, et seq. and be costs required for the activity in this Agreement to meet a National Objective.
- C. Priority of Funds: The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Grantee must disburse funds available from locally held funding CDBG grant resources such as, but not limited to Program Income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the grant award.

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT B

- D. **Withholding Funds:** The Department reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. Payments are contingent upon the Grantee's financial management system meeting the requirements of 2 CFR 200.302, and the internal control requirements of 2 CFR 200.303. Payment may be suspended or terminated, in whole or in part, by the Department in its sole discretion in the event of a default by Grantee.
- E. **Disencumbering Funds:** The Grantee agrees that funds determined by the Department to be surplus upon completion of the activity, or that have not been spent prior to the Expenditure Deadline will be subject to disencumbrance by the Department.
- F. **Indirect Costs:** If Grantee wishes to charge for indirect costs, the Grantee must develop an indirect cost allocation plan for determining the appropriate CDBG share of such indirect costs and submit such plan to the Department for approval prior to submission of requests for any payments for the indirect cost expenditures.
- G. **Pre-Agreement Costs:** Pre-Agreement Costs are eligible costs incurred prior to the award of funds as defined in Exhibit D, Section 1. Eligible Pre-Agreement costs as identified in Exhibit E, Section VI, Project Budget, may only be reimbursed upon the full execution of this Agreement and verification that the costs meet all eligibility criteria. Pre-Agreement costs may include both activity delivery and general program administration.

The Grantee agrees that any Pre-Agreement costs **not** previously identified in Exhibit E, Section VI, Project Budget, will **not** be paid with CDBG funds.

4. **Method of Payment**

The Department will not authorize payments unless it has determined the costs incurred are in compliance with the terms of this Agreement. Funds requested through the Financial Activity Reports must be for a minimum of \$1,000.00, except for the final funds request, which must be marked "Final". Payments will be issued to the agency identified

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT B

on the Taxpayer Identification Form (TIN) provided by the Grantee to the Department.

- A. Reimbursements: The Department will reimburse the Grantee its allowable costs for the services identified in this Agreement in Exhibit E, Section V, upon presentation of invoices which Grantee certified are true and correct copies of payments due on behalf of the Grantee for the activity covered by this Agreement and made in accordance and compliance with Exhibit A, Scope of Work. The Grantee may not request reimbursements under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
- 1) To receive reimbursement for grant activities, including reimbursement for eligible Pre-Agreement costs, the Grantee must submit all Department required forms according to the applicable deadlines. Financial Reports and Activity Reports are due no less than quarterly, within 15 days of the end of the quarter. Financial Reports and Activity Reports may be submitted more frequently at the Grantee's discretion. Financial Reports shall include the level of documentation specified by the Department, including proof of expenditure, and proof of cost eligibility. Grantees must submit documentation supporting cost amounts and cost eligibility with each funds request as part of the Financial Report.
 - 2) Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a description of work completed and an explanation of why no funds have been expended.
- B. Advances: The Grantee must receive prior written approval from the Department before submitting an advance request. All advances are subject to the Department's consent, which may be given or withheld on its sole discretion. No advances will be issued prior to full Agreement execution.
- C. Final Payment Requests:
- 1) Grantees on the Reimbursement Payment System: All requests for final

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT B

reimbursement must be submitted before the Expenditure Deadline referenced in Exhibit A, Section 4 of this Agreement.

- 2) Grantees on the Advance Payment System: The last advance payment must be submitted to the Department no later than sixty (60) days prior to the Expenditure Deadline of this Agreement.
- 3) Return of Unexpended Funds: All funds received by the Grantee but not expended by the Expenditure Deadline must be accounted for and returned to the Department within thirty (30) days after the Expenditure Deadline. Funds shall be returned in accordance with the current State CDBG Grants Management Manual. All returned funds will be disencumbered.
- 4) All Funds Not Previously Requested: If the final funds disbursement request for costs expended during the term of this Agreement has not been received by the Department before the Expenditure Deadline, and the Grantee has not requested an extension per Exhibit A Section 4, (Term of Agreement and Performance Milestones), the Department may disencumber any funds remaining and grant funds will no longer be available for the Grantee.

5. **Budget Revisions and Amendments**

Budget line item adjustments may be made in accordance with the following:

- A. Budget Revisions: Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:
 - 1) Adjustments that reallocate funds between budget line items, including between General Administration funding, activity funding, and Program Income resources, including both Program Income cash on hand, and Program Income projected receipts, but that otherwise does not change the overall budget total, the scope of work, the National Objective, and type and count of estimated beneficiaries. Reallocations involving General Administration funding are subject to applicable General Administration caps identified in the Notice of Funding Availability.

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT B

- 2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing the overall budget.

Budget Revisions must be approved by the Department prior to implementation. Approval shall be provided either through the online grant management system, or in writing, as appropriate. If approved, Budget Revisions shall automatically be deemed a part of, and incorporated into, this Agreement.

- B. Budget Amendments: Adjustments to the Budget that result in an increased or a reduced total activity budget shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

6. Grant Closing Requirements

- A. Expenditure Deadline:

- 1) All Program funds shall be expended no later than the Expenditure Deadline as defined in Exhibit A, Section 4. All requests for funds must be submitted prior to the Expenditure Deadline.
- 2) The Final Financial Report for the activity must be marked final and submitted before the Expenditure Deadline. Financial Reports submitted after the Expenditure Deadline will not be eligible for reimbursement.

Closeout Procedure: The Grantee must submit the following at the completion of the activity:

- 1) A Final Activity Report that includes all required reporting data for the activity;
- 2) A filed Notice of Completion (if applicable);
- 3) Evidence, satisfactory to the Department, of compliance with any and all other Special Conditions of this Agreement as set forth in Exhibit E hereto; and,

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT B

- 4) A resolution from the governing body acknowledging the accomplishments of the activity and confirming that the activity is complete and that all outstanding funds have been reimbursed by the Department.

If the Grantee identified an extended reporting period will be required to meet the National Objective for the activity in the Application, the above closeout requirements shall be submitted upon the completion of the activity, or within twenty-four (24) months after the Expiration Deadline, whichever comes first. If no extended reporting period is required, the above closeout requirements shall be submitted within thirty (30) days after the Agreement's Expenditure Deadline. Upon receipt of the above documentation, the Department will close out this Agreement and finalize the activity in IDIS for final reporting to HUD.

- B. Ongoing Reporting: Grants that have been closed may, as applicable, have continued reporting requirements, including Program Income reporting, performance reporting, beneficiary reporting, asset reporting, and other federally required reports as identified in Exhibit D, Section 23.

EXHIBIT D

CDBG PROGRAM TERMS AND CONDITIONS

1. **Federal Grant Identification**

CFDA Number: 14.228

2020-2021 Annual Action Plan January 2021 Substantial Amendment

2. **Definitions**

A. "Activity" means one of the following HUD eligible activities as per 42 U.S.C. 5305.

- 1) Acquisition (§ 5305 (a)(1))
- 2) Public Improvements (§ 5305 (a)(2))
- 3) Public Facilities (§ 5305 (a)(2) and (5))
- 4) Code Enforcement (§ 5305 (a)(3))
- 5) Housing Rehabilitation (§ 5305 (a)(4))
- 6) Public Services (§ 5305 (a)(8))
- 7) Planning and Technical Assistance (Section 105(a)(12), (14) and (19))
- 8) Business Financial Assistance (§ 5305 (a)(17))
- 9) Microenterprise Assistance (§ 5305 (a)(22))
- 10) Homeownership (§ 5305 (a)(24))

B. "Activity Budget" means the budget included in Exhibit E, Section V, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.

C. "Activity Delivery" (AD) means any reasonable and necessary costs associated with activity implementation that are not directly related to labor and/or direct construction and/or direct activity implementation costs. The Grantee may expend up to the indicated AD as identified in the NOFA that is associated with this Agreement or any relevant CDBG Management Memo.

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT D

- D. "Activity Reports" are the activity reports that must be submitted at least quarterly that describe program or project progress and/or beneficiaries served during a given reporting period.
- E. "Department" means the California Department of Housing and Community Development.
- F. "Funds Request" is also identified as a Financial Report and refers to the forms and processes required to request the drawdown of CDBG funds (requests for funds must be a minimum of \$1,000.00 unless it is the final Financial Report for an activity). Funds disbursements must be completed no less than quarterly for each open activity, including Program Income funded activities.
- G. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. 5305(a)(13), as further described in the CDBG Program Guidelines, § 208.
- H. "Grantee" means the jurisdiction that applied for CDBG funding and has legal authority to sign this Agreement and commit to compliance with all federal requirements regarding the administration of federal funds, as identified in 2 CFR 200.
- I. "Pre-Agreement Costs" are pre-award costs as defined at 2 CFR 200.458 and 24 CFR 570.489(p) and are costs that are eligible per 2 CFR 200.400 et.seq. that have been itemized on the approved activity budget as identified in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail and Payment Provisions.
- J. "Program" means an eligible activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.
- K. "Program Guidelines" means the CDBG Program Guidelines adopted in October 2019 that replaced the California state regulations regarding the operation of the State CDBG program, as per Health and Safety Code 50826.1(a) that states that the regulations are repealed upon adoption of guidelines.
- L. "Program Income", as defined in 24 CFR 570.489(e), means gross income received by the Grantee that is directly generated from the use of CDBG funds.

EXHIBIT D

When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

- M. "Project" means eligible capital improvements to public facilities, infrastructure, assets, and right-of-way. Projects may also include eligible capital improvements to privately owned facilities, infrastructure, and assets that serve the public or that provide a public good, including shelters, community-based facilities, and utilities.

3. Eligible Activities

Grantee will only use funds under this Agreement for the activity identified in Exhibit E. All activities must be eligible CDBG activities as authorized under 42 U.S.C. 5305 and 24 CFR 570.482.

4. National Objectives

Grantee will only use funds in support of the National Objective identified in Exhibit E, Section IV. All CDBG funded activities must meet a National Objective as defined in 42 U.S.C. 5304(b)(3), as amended, and 24 CFR Part 570.483.

Real Property acquired in whole or in part with CDBG funds must be used to meet the same National Objective for which it was purchased for no less than five years from the date of acquisition. The Department may require a Use Restriction Agreement be recorded against real property acquired or improved in whole or in part with CDBG funds.

5. Termination and Remedies for Noncompliance

Awards as secured by this Agreement may be terminated by the Department in whole or in part as per federal regulation at 2 CFR 200.339. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.340.

- A. Termination without Cause: Agreements may be terminated without cause in whole or in part by the Department **only** with the consent of the Grantee. In the case of a whole agreement termination, the two parties shall agree upon

EXHIBIT D

termination conditions, including the effective date. In the case of partial termination, the two parties shall agree upon termination conditions, including the portion to be terminated and the effective date.

B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR 200.339(b).

- 1) The Department may initiate remedies for noncompliance as identified in 2 CFR 200.338 at any time it has been determined that the Grantee is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination.
- 2) Prior to terminating this Agreement for cause or noncompliance, the Department shall submit written notice specifying noncompliance and/or specifying the event or events that if not cured would constitute an event of default. The Department's written notice shall identify remedies for cure. Grantee shall have thirty (30) calendar days from receipt of notice to fully cure. This period may be extended at the Department's discretion for a reasonable period of time if the Grantee is acting in good faith to cure the noncompliance or cause. Any extension of the cure period must be communicated in writing by the Department.
- 3) The Department's remedies for Grantee's noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere may include, as appropriate:
 - a) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
 - c) Wholly or partly suspend or terminate the current award for the

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT D

Grantee's program or project, as applicable.

- d) Withhold further and/or future awards of CDBG funds.
 - e) Request that HUD initiate federal suspension debarment proceedings.
 - f) Take other remedies that may be legally available, including, but not limited to:
 - (i) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed, including General Administration, Activity Delivery, and any and all Program Income, as appropriate.
- 4) In taking an action to remedy noncompliance, the Department will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved as per 2 CFR 200.341.
- C. Effects of Suspension and Termination: Grantee costs resulting from obligations incurred by the Grantee or any of the Grantee's contractors, subrecipients, or subgrantees during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR 200.342. Termination and remedies for noncompliance identified in this Section do not preclude a Grantee or any of the Grantee's contractors, subrecipients, or subgrantees from being subject to non-procurement debarment and suspension requirements at 2 CFR 2424. CDBG funds may not be provided to excluded or disqualified persons pursuant to 24 CFR 570.489(l).
- D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.

6. Severability

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT D

remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

7. **Waivers**

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

8. **Uniform Administrative Requirements**

The Grantee, its agencies or instrumentalities, and Subgrantees shall comply with the policies, guidelines and Administrative Requirements of 2 CFR Part 200 et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds.

- A. **Single Audit Compliance:** Funds will not be disbursed to any Grantee identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Administrative Requirements is demonstrated to the satisfaction of the Department.
- B. **Accounting Standards:** Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300 et seq, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- C. **Suspension and Debarment:** By executing this Agreement, Grantee verifies and affirms that it has not been suspended or debarred from participating in or

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT D

receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

9. **Compliance with State and Federal Laws and Regulations**

- A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the CDBG program.
- B. Grantee shall comply with the requirements of the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) §5301 et. seq., and Subpart 1 of the Federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) 570.480 et seq., the Housing and Urban Development (HUD) regulations concerning State administered Community Development Block Grants, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 200, and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

10. **Affirmatively Furthering Fair Housing**

Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C 2000a, et seq.), and the Fair Housing Act (42 U.S.C. 3601, et seq.), according to 42 U.S.C. 5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).

11. **Equal Opportunity Requirements and Responsibilities**

Grantee agrees that it undertakes hereby the same obligations to the Department that the Department has undertaken to HUD pursuant to the Department's CDBG certifications. The obligations undertaken by Grantee include, but are not limited to, the obligation to comply with all applicable federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

EXHIBIT D

- A. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public;
- B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended, Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) prohibiting discrimination in housing, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil rights laws for jurisdictions receiving federal funding; Section 104(d) regarding relocation and displacement and Section 109 of Title 1 of the Housing and Community Development Act of 1974 prohibiting discrimination in CDBG funded programs, as amended; Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;
- C. The Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

12. **Relocation, Displacement, and Acquisition**

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT D

real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

13. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3):

The Grantee and any of its Subrecipients and/or Contractors shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. The responsibilities outlined in 24 CFR Part 75.19 include:

- A. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of \$100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in

EXHIBIT D

conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

EXHIBIT D

- C. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in 24 CFR Part 75.25(b), as appropriate, to reach the goals set forth in 24 CFR Part 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.
- D. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

14. Environmental Compliance

- A. Grantee shall comply with the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.) requirements as they apply to this project. CEQA reviews and determinations are the responsibility of local agencies and shall be administered by the Grantee as applicable.
- B. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq., as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.
- C. Grantee shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401, et seq.
- D. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.
- E. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- F. Grantee shall comply with the requirements of the Residential Lead-Based Paint

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT D

- Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.
- G. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
- H. Grantee shall comply with all National Environmental Protection Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR 1500 – 1508. Grantee shall not receive authority to incur activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.
- I. This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Department of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any funds to the project is

EXHIBIT D

conditioned on the Grantee's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Grantee will not receive appropriate notice to proceed until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

15. Procurement

The Grantee shall comply with the procurement provisions in 2 CFR Part 200.317 – 200.326, Procurement Standards, as well as all other Administrative Requirements for Grants and Cooperative Agreements to state, local and federally recognized Indian tribal governments as set forth in 2 CFR 200, et al, as applicable.

16. Procurement of Recovered Materials

- A. Grantee and the Grantee's contractors shall comply with Section 6002 of the Solid Waste Disposal Act of 1965, as amended by the Resource Conservation and Recovery Act. The Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines that such items:
- 1) are not reasonably available in a reasonable period of time;
 - 2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - 3) are only available at an unreasonable price.
- B. This clause shall apply to items purchased under this Agreement or subsequent contract where:
- 1) the Contractor purchases in excess of \$10,000.00 of the item under this Agreement; or
 - 2) during the preceding federal fiscal year, the Contractor:
 - a) purchased any amount of the items for use under a contract that

EXHIBIT D

was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and

- b) purchased a total of in excess of \$10,000.00 of the item both under and outside that contract.

17. Contracting and Labor Standards

- A. Grantee shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over \$2,000.00.
- B. Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.
- C. Grantee shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

18. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. 3141, et seq. (as

EXHIBIT D

- amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.
- C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.
- D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.

19. **Contractors and Subrecipients**

- A. Grantee shall comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
- B. Any agreement between the Grantee and any contractor or subrecipient shall include the terms and conditions in Appendix II of 2 CFR 200.
- C. Grantee shall ensure that any contract or subrecipient agreement includes clauses requiring the maintenance of workers' compensation insurance, as applicable, as well as general liability insurance. Contract or subrecipient agreements must require that the Grantee is notified in the event that any

EXHIBIT D

required insurance is canceled, expired, or otherwise invalidated during the performance period of the contract or subrecipient agreement.

- D. Grantee shall require that contractors and subrecipients comply with the Drug-Free Workplace Act of 1988.

20. Requirements for Economic Development Activities

- A. Public Benefit Standards for Economic Development Activities: Per 24 CFR 570.482 (e) (f), (g) and 570.483(b)(4), the Grantee must comply with federal underwriting standards and must meet the public benefit standards for all CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of public benefit standards is mandatory.
- B. Anti-Job Pirating Certification: Pursuant to 24 CFR 570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

21. Rights to Inventions Made Under a Contract or Agreement

Grantee shall comply with and require the following in contracts and subrecipient agreements: If a Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulation issued by the awarding agency.

22. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT D

- A. Obtaining the Department's approval of the Application for such assistance or additional assistance; or,
- B. Securing any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations or Program Guidelines with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

23. Reporting Requirements

- A. Requirements: During the term of this Agreement, the Grantee must submit all CDBG program reports required by the Department, including quarterly activity, financial, and Program Income reports, semi-annual labor and compliance reports, annual performance reports, and other reports required by the Department or HUD. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Grantee's performance under this Agreement will be evaluated in part on whether it has submitted the reports on a timely basis.
- B. Reporting Period: Grantee shall submit reports quarterly, and as required for semi-annual and annual reports, and shall continue to submit reports until such time that the activity is complete, a National Objective has been met and beneficiaries have been identified. The reporting period for this activity may extend beyond the Expenditure Deadline as defined in Exhibit A.
- C. Final Reporting Deadline: Grantee shall complete all required reporting for this activity no later than thirty (30) days after the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.
- D. Asset Reporting: Grantee shall report annually on the status of all assets (real and personal property, equipment, and vehicles) purchased in whole or in part with CDBG funds for no less than five years from the completion of the activity that generated the asset. Reporting shall continue until the property is disposed, fully depreciated, or, in the event of real property, the five-year commitment to a National Objective has been completed.

EXHIBIT D

24. Fiscal Controls

Grantee shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Grantee shall establish and maintain such fiscal controls and fund accounting procedures as required by federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursement of, and accounting for, funds paid to the Grantee under this Agreement.

- A. **Deposit of Funds:** Grantee shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG funds. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of \$100.00 per year (which may be retained for related administrative expenses) must be returned at least quarterly to HUD via the Department. Deposits in minority banks are encouraged.
- B. **Fund Management:** Grantee shall deposit funds in an account requiring two signatures for disbursement and shall submit to the Department specimen signatures for all authorized signatories prior to receipt of funds;
- C. **Fiscal Liability:** Grantee shall be liable for all amounts which are determined to be due by the Department including, but not limited to, disallowed costs which are the result of Grantee's or its contractor's conduct under this Agreement. Grantee shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.
- D. **Fiscal Records:** All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 25 of this Agreement.
- E. **Program Income:** Any and all Program Income received by Grantee during the administration of this Agreement must be receipted and deposited into a separate Program Income account. Program Income funds may not be comingled with CDBG grant funds in a single account.

25. Reversion of Assets

Upon expiration of this Agreement, Grantee shall transfer to the Department any CDBG funds, excluding Program Income, in Grantee's control at the time of expiration. Further,

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT D

any real property under Grantee's control that was acquired and/or improved in whole or in part with CDBG funds (including CDBG funds provided to the Grantee in the form of a loan and Program Income) in excess of \$35,000.00 shall be either:

- A. Used to meet one of the National Objectives in 24 CFR Part 570 until five (5) years after expiration or closure of this Agreement, the length of time to be further prescribed by mutual agreement of the parties.
- B. Disposed of in such manner that Grantee is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition and/or improvement of such property. The proceeds from such disposition is Program Income.

If the Grantee provides funds for the purchase or improvement of real property to a subrecipient that is a private non-profit organization, that subrecipient must further agree to a voluntary lien on above-referenced real property as to any CDBG funds received and that such lien will be notarized and recorded in the Office of the County Recorder where the real property is located.

26. **Monitoring Requirements**

The Department shall perform a program and/or fiscal monitoring of the CDBG grant no less than once during the three(3) month expenditure period of this Agreement. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department to maintain program eligibility.

Grantees and applicable subrecipients shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HCD contract has been closed according to the record retention requirements at 2 CFR 200.333.

Grantees and applicable subrecipients shall permit the State, federal government, the state Bureau of State Audits, the Department, and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

27. **Inspections of Grant Activity**

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT D

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.

- A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.
- B. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

28. Signs

If the Grantee places signs stating that the activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

29. Insurance

- A. The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability and workers compensation insurance, from all contractors and subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the

EXHIBIT D

implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded through this award, the Department must be listed as an additional insured on the declarations page of the policy.

- B. Additional Coverages. In the event that Grantee, and/or any of its Subrecipients or Contractors, , will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement, and shall be imposed on any Subrecipient and/or Contractor pursuant to the Subrecipient Agreement or Contract. For purposes of the provision, the term "Hazardous Activity" includes the following: (a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline, (b) the removal, storage, or transportation of lead-based paint, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities, and shall provide adequate written proof thereof to the Department. No Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department.

30. Anti-Lobbying Certification

Grantee shall comply with and require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) 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 31 U.S.C. 1352. Any person who fails to file

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT D

the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for such failure.

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of it, 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, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. 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, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

31. **Conflict of Interest**

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, including members and delegates to the Congress of the United States may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

32. **Obligations of Grantee with Respect to Certain Third-Party Relationships**

Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or

EXHIBIT D

any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)].

33. **Energy Policy and Conservation Act**

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

34. **State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03):**

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:
- 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 - 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
 - 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
 - 4) The Department has the option to invalidate the contract under the thirty

Program Name: Community Development Block Grant (CDBG)
2020-2021 Annual Action Plan January 2021 Substantial Amendment
Approved Date: 01/28/2021
Prep. Date: 04/01/2022

EXHIBIT D

(30) day cancellation clause or to amend the contract to reflect any reduction in funds.

- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
- C. California Government Code § 8546.4(e) provides that State agencies receiving federal funds shall be primarily responsible for arranging for federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain federally required financial and compliance audits.

Applications: Diamond Village Apartments

EXHIBIT E

Award Number

21-CDBG-HK-00098

PO Number**Profile**

cynthia.freeland@edcgov.us

Section I

Total CDBG ask (including acquisition cost and activity delivery costs – staffing, consultants, appraisal, environmental, closing costs, legal costs)

Total Requested CDBG Grant Dollars

\$1,498,000.00

Activity Category

Acquisition and Disposition

Activity (AD)

(01) Acquisition of Property - 570.201(a)

National Objective (All)

(LMH) Low/mod housing benefit

Section II

Measure Indicator

Households

Choose the measure indicator from the list. Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13.

<https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf>

Number of Beneficiaries

80

Number of Housing Units

80

Please indicate the proposed number of beneficiaries of this activity.

LMC - Number of LMI persons that will benefit

LMH - Number of households that will benefit

Presumed Benefit Types

Elderly Persons, Homeless Person

Additional Benefit Types

Single Adults, Single Men, Single Women, Families, Veterans

Section III

Project Title

Diamond Village Apartments

Organization Name

County of El Dorado

Is this activity in a Colonia?

No

Is this activity for a non-Federally recognized Native American tribe?

No

Project/Program Census Location

The Census information in this section will be used for legislative and congressional district tracking. Please use the Census information of your primary facility or the designated address of the responsible organization. It is ok if the information is duplicative.

Use the HUD LMSI mapping tool located at <https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd> to gather the required census tract information as identified by the address below. For instructions on using the mapping tool visit: <https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd>

Identify the census location data for the administrative entity of this application (if this is a county use the County Administration building, if this is a city use City Hall or an administrative facility).

See this list for County Codes: https://www2.census.gov/geo/pdfs/maps-data/data/tiger/tiger2006se/app_a03.pdf

County Code

017

Census Tract

031502

Census Block Group(s)

02

Address

2850 Fairlane Court, Placerville CA 95667

Section IV

Activity Address

6035 Service Drive, Diamond Springs CA

Enter a detailed description of your activity which should include at a minimum: what the activity is, why it is needed, who the beneficiaries will be, where will it take place, how it will be done and when it will be complete. This should be a similar description provided for the NEPA. Additionally, please indicate if this will be a new activity, a modification to an existing activity, or if a new type of assistance will be added to an existing activity.

By completing the narratives below the applicant is demonstrating a knowledge of need for the activity and the steps needed to achieve the desired outcome.

Demonstrate statement of need, proposed outcome, and beneficiaries of the activity.

Activity Description

This is for land acquisition for the development of an 81 unit 100% affordable housing development in Diamond Springs California. There will be 81 units, of which 80 are for families and one manager's unit. There will be a mix of one, two and three-bedroom units. There will be a playground and BBQ areas on the site with a community center and leasing office. The Area Median Income (AMI) levels for the development will be from 30%-60% of El Dorado County AMI. This development will provide much needed affordable housing for families in the Diamond Springs area that are low income to very low income. Development will be started within 180 days of receiving a tax credit award. Construction will take 12 months and will start lease ups within the last 60 days of construction to be fully occupied upon construction completion.

Provide a detailed narrative describing the steps to be taken to complete the activity. (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback... etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

Detailed Scope of Work - Task Narrative

- Task 1 - Complete NEPA
- Task 2 - Updated Resolution
- Task 3 - Open escrow of the land sale.
- Task 4 - Complete note and regulatory agreements.
- Task 5 - Close on the land sale and record the note and regulatory agreements
- Task 6 - Construction and Completion of the apartments
- Task 7 - Close out of grant.

Provide a detailed narrative describing the deliverables that will be completed as part of this activity. (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes; Deliverable 3- labor compliance files... etc.). This deliverable narrative should indicate your knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

Detailed Scope of Work - Deliverable Narrative

- Deliverable 1 - NEPA approved and signed off by HCD.
- Deliverable 2 - El Dorado County updating a current resolution per the CDBG requirements.
- Deliverable 3 - Close on escrow and land sale.
- Deliverable 4 - Execution of note and regulatory agreement by developer and County
- Deliverable 5 - Escrow closed and all necessary documents executed.
- Deliverable 6 - Completion of building of affordable housing apartments and tenant occupation.
- Deliverable 7 - County close out of grant to HCD.

Section V

Will you need more than 30 days after the expenditure deadline to complete your beneficiary reporting, for example; reporting for activities that are in support of housing or economic development where it is likely that there will be a time gap between completion of the activity and reportable beneficiaries.

Will you need more than 30 days after the expenditure deadlines to complete your activity reporting?

Yes

Do you want to add additional optional milestones?

No

If you selected YES, please provide each milestone for the project as well as the anticipated completion date. There are spaces for 10 milestones, however only the first and last are mandatory. The first milestone is the proposed activity start date and the last milestone is the proposed notice of completion or completion date of the activity. Additional milestones are optional. Milestones provided in this section will become part of the Standard Agreement.

Milestone #1 - Activity Start

Close Escrow on Land Acquisition

Milestone #1 must be completed no later than 60 days after execution of the STD 213

Confirmation of Closeout - Final Milestone

Grant Close

_Final Milestone must be completed no later than June 25, 2025.

Threshold Criteria

Does Article XXXIV apply to your activity?

No

Describe applicant team's experience with development, ownership, or operation of a Project similar in scope and size to the proposed Project, or at least two affordable rental housing projects in the last ten years, with at least one of those Projects containing at least one unit housing a tenant who qualifies as a member of the Target Population.

Pacific Southwest Community Development Corporation (MGP of new LP) has been developing affordable housing since 1993 over 13 counties in California, creating 7,500 units in 79 developments. Pacific Southwest Community Development Corporation also provides the social services in the affordable housing communities that they are partners in for financial, education and health for the families as well as after-school programs for the children. They currently have approximately 15 projects completed in the past 10 years and growing annually.

Do you have documents supporting the extent to which the Project can demonstrate the range of on-site and off-site supportive services that will be provided to the Target Population, e.g., mental health services, substance use disorder services, primary health, employment, and other tenancy support services?

N/A

Upload Documentation of Supportive Services

CDBG - Supportive Services Space.pdf

Identification of a site suitable for development and evidence of site control, or a plan and timeline for obtaining site control along with other supporting evidence (e.g., letter of intent, an exclusive negotiating agreement, ground lease, etc.).

Upload a non-discrimination statement per Section 311, which references the Fair Employment and Housing Act. The Fair Employment and Housing Act is supported by accompanying regulations, 2 CCR Section 12005 et seq, covering tenant screening and affirmative marketing requirements

Section 311 Statement.pdf

For housing projects: describe the extent to which the Project exceeds the state and federal accessibility requirements set forth Section 311, specifically providing a minimum of 5 percent of units with features accessible to persons with mobility disabilities, as defined in 24 C.F.R. Section 8.22 and the parallel ADAAG 2010 and CBC provisions, and a minimum of 2 percent of units with features accessible to persons with hearing or vision disabilities, as defined in 24 C.F.R. Section 8.22 and the parallel ADAAG 2010 and CBC Chapter 11B provisions.

The development will be constructed to meet all necessary State and Federal requirements for number of units for accessibility. This include 15 percent of the project's units being mobility accessible and 10 percent of the units being communication accessible, as governed by the California Tax Credit Allocation Committee guidelines. The project is bound by these minimum requirements based on the California Housing Accelerator funding commitment.

You must have site control to qualify for funding

Do you have site control?

Yes

Description of site control of the facility

Purchase agreement

Upload your Site Control Supporting Documentation

300a Site Control - PSA.pdf

For acquisition projects: please upload Preliminary Title Report

2021 PRELIM - 6035 Service Drive.pdf

For acquisition projects: Upload property appraisal (no more than 6 months old)

0122002540 - Diamond Village - Land Appraisal-2022 v.2.pdf

Is/Was resident/business relocation necessary?

No

Do you have bid ready plans and specs?

N/A

For construction or rehabilitation projects: Please submit a valid cost estimate for the project budget, such as an engineer's cost estimate.

No

Upload a valid cost estimate for the project budget, such as an engineer's cost estimate

Do you have 100% of funds necessary to complete the project?

No

Please explain how the activity will be completed without full funding

Project has submitted application for the HCD California Housing Accelerator funding as a Tier 1 eligible project. The award for this funding is anticipated by January 31st, 2022.

Upload CA TIN Verification form

TIN form signed.pdf

Upload your Debarment Check

EntityInformation-20210715-113444 El Dorado County.pdf

Upload additional Debarment Check documentation

SNO Foundation - SAM.gov - EntityInformation-20220124-042430.pdf

Upload additional Debarment Check documentation

PSCDC - Sam.gov Entity Information.pdf

Upload additional Debarment Check documentation

Diamond Village Apartments LP - Sam.gov.pdf

Upload additional Debarment Check documentation

SAM.gov registration confirmation 22-01-20.pdf

Upload additional Debarment Check documentation

Completion of the Certifications and Statement of Assurances (See attached Appendix J).

Upload your Statement of Assurances and Compliance with 2 CFR Part 200

Statement of Assurances.pdf

Upload proof of NEPA Compliance

1805C-Diamond Springs CDBG NEPA ERR_SIGNED.pdf

Upload the Environment Review form and essential supporting documentation including consultation letters, mitigations conditions of approval or other documents. Please do not upload the entire environmental review record if it is more than 50 pages. Do not upload any noticing FONSI/RROF or NOIRROF and Authorization to Use Funds if available that corresponds with the activity's appropriate level of review. Acceptable formats of these forms can be located at <https://www.hudexchange.info/programs/environmental-review/>. To determine the correct level of review go to HUD's environmental review overview page <https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview>. Please make sure your Environmental Review is definitive in findings and that the project description matches the project description in this application. Environmental Reviews with qualified findings that do not adequately or correctly identify mitigations that did not complete required consultations, or that have other material deficiencies may result in disqualification.

Upload additional proof of NEPA Compliance

Diamond Springs affidavit.pdf

Upload additional proof of NEPA Compliance

Diamond Village Apts AUGF.pdf

Upload additional proof of NEPA Compliance

NEPA.pdf

Upload additional proof of NEPA Compliance

CDBG signedPart-58-Exempt-CENST General Administration_El Dorado County.pdf

Upload additional proof of NEPA Compliance

Citizen Participation - Have you met all Public Hearings/Citizen Participation requirements?

Yes

Upload Citizen Participation Proof of Public Notice

BOS Minutes 6-23-20.pdf

Upload Public meeting/hearing presentation/handout materials

BOS Minutes 6-23-20.pdf

Upload Public meeting/hearing presentation/handout materials

Per 24 CFR §570.486 <https://www.law.cornell.edu/cfr/text/24/570.486> the public notice should contain at the minimum, the amount of CDBG funds being requested, the amount of PI funds being used (if applicable), the range of activities that will be performed, the address, phone number, and times of the meeting.

Upload Approved Resolution for Application

Final Executed Resolution 183-2021.pdf

The regulatory Agreement must meet the requirements of 24 CFR §570.503: <https://www.law.cornell.edu/cfr/text/24/570.503>. A subrecipient agreement that includes a 5 year no change in use clause is required for projects involving real property. Samples are provided in the solicitation files.

For Homekey Interim Housing Projects: A regulatory agreement committing the property to at least 10 years serving the current population - ideally recorded against the property. It is a best practice to provide the funds to the subrecipient in the form of a zero interest, deferred payment forgivable at the end of 5 years loan to ensure that the jurisdiction has recourse in the case of a default on the agreement.

For Homekey Permanent Housing Projects: For projects to be acquired as permanent housing: A regulatory agreement committing to restricting rents and reviewing incomes in compliance with the Homekey regs which state, "The Eligible Applicant's plan to extend a local covenant restricting the use and target population for 55 years." Again - a zero interest, deferred payment forgivable at the end of 55 years loan is the best way to ensure that this is done properly. Contact HCD staff for an appropriate sample for your project.. enant for a project with plans to convert to a 55 year permanent housing project from a successful Homekey applicant. While this agreement is the local government's responsibility, it is likely that your non-profit partner team can assist with developing this.

Upload a regulatory agreement with a developer/ owner-operator.

01 CDBG Regulatory Agreement 2021 Diamond Village CleanCDBG.docx

Additional Supporting Documentation

02 CDBG Deed of Trust Diamond Village CleanCDBG.doc

Are all single audit findings cleared or in remediation?

N/A (no audit finding or not required to submit single audit)

Upload your most current single audit, if applicable

2020 County of El Dorado Final Single Audit Report.pdf

Upload your Proof of Findings Resolution or Remediation plan

ElDoradoCounty_Certification18.pdf

Have you enacted limitations on residential construction other than establishing agricultural preserves or limitations based on health and safety needs?

No

Applicant must be in compliance with HSC §25395.99 <https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-25395-99.html>. For more information about Land-Use Controls please visit <https://www.hcd.ca.gov/community-development/building-blocks/constraints/land-use-controls.shtml>

Budget Worksheets

You must complete a budget worksheet showing the use of the CDBG funds only. Please complete your activity budget located in the Applications Budget Section, which is below the Application Submissions Section of the Application Portal. Once completed, please confirm below:

Yes

In addition to the budget worksheet completed in eCivis showing your use of CDBG funds, please upload a project budget to detail all costs associated with completion of the project. Note: CDBG funds applied for under this application cannot be used for operating expenses. Operating budget must be provided in a separate budget below. n and operating budgets are also required

Budget narrative should include information about activity viability if the project is only partially funded. For instance can the project scope be reduced the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Include budget information that describes your activity budget as uploaded. Make sure the budget narrative has a relationship to the tasks and deliverables described above.

Upload project budget documentation (spreadsheet)

Diamond Village - Accelerator Project Report Supplemental (002).xlsx

Upload an operating budget that shows at least 12 months of committed operating budget - ideally more if possible. (not CDBG funded) and per the Homekey requirements, "A plan to cover operations and service costs with specific funding sources (government/philanthropic/private) for the proposed project for five years and must demonstrate a path to ultimate use of the site for ten years."

Diamond Village Pro Forma - Budget for CDBG.pdf

Note for Homekey applicants – you can update and use your previously submitted Homekey budget template for both the project budget and operating budget sections of this application.

View Budget Worksheet

<https://portal.ecivis.com/#/peerBudget/DB74DC43-2C3D-4377-817F-C77D270AAF34>

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 Homekey 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. Once selected, applicant will be required to report on Duplication of Benefit metrics such as types of funding sources received, amounts received, expected persons served and actual persons served. Please check here to confirm you have read the above and agree to monitor applicant for DOB.

Agree

of Reviews

0

of Denials

0

Original Submission Date (for re-submissions)

Average Score

View Application Goals

<https://portal.ecivis.com/#/peerGoals/A71171C2-FDA3-4719-92B5-BDDBE4F01F3F>

Applications: File Attachments

Upload a non-discrimination statement per Section 311, which references the Fair Employment and Housing Act. The Fair Employment and Housing Act is supported by accompanying regulations, 2 CCR Section 12005 et seq, covering tenant screening and affirmative marketing requirements

Section 311 Statement.pdf

Upload your Site Control Supporting Documentation

300a Site Control - PSA.pdf

Upload your Debarment Check

EntityInformation-20210715-113444 El Dorado County.pdf

Upload additional Debarment Check documentation

SNO Foundation - SAM.gov - EntityInformation-20220124-042430.pdf

Upload additional Debarment Check documentation

PSCDC - Sam.gov Entity Information.pdf

Upload additional Debarment Check documentation

Diamond Village Apartments LP - Sam.gov.pdf

Upload additional Debarment Check documentation

SAM.gov registration confirmation 22-01-20.pdf

Upload your Statement of Assurances and Compliance with 2 CFR Part 200

Statement of Assurances.pdf

Upload Citizen Participation Proof of Public Notice

BOS Minutes 6-23-20.pdf

Upload Public meeting/hearing presentation/handout materials

BOS Minutes 6-23-20.pdf

Upload a regulatory agreement with a developer/ owner-operator.

01 CDBG Regulatory Agreement 2021 Diamond Village CleanCDBG.docx

Additional Supporting Documentation

02 CDBG Deed of Trust Diamond Village CleanCDBG.doc

Upload project budget documentation (spreadsheet)

Diamond Village - Accelerator Project Report Supplemental (002).xlsx


Upload an operating budget that shows at least 12 months of committed operating budget - ideally more if possible. (not CDBG funded) and per the Homekey requirements, "A plan to cover operations and service costs with specific funding sources (government/philanthropic/private) for the proposed project for five years and must demonstrate a path to ultimate use of the site for ten years."

Diamond Village Pro Forma - Budget for CDBG.pdf

Section 311 Statement:

Pacific Southwest Community Development ("Housing Developer") will not deny the benefits of the Community Development Block Grant Program (CDBG) from or discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Housing Developer shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Housing Developer will comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Housing Developer shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Sponsor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.

Pacific Southwest Community Development Corporation,
a California company

By: 
Robert W. Lajing

Its: President
Date: 01/31/2022

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("**Agreement**") is made and entered into as of September 11, 2021 by and between SNO Foundation, a Private Foundation (hereinafter "**Seller**"), and Diamond Village Apartments, LP, a California Limited Partnership (hereinafter "**Buyer**"), on the following facts and understandings:

A. Seller is the owner of certain real property located at 6035 Service Drive, Diamond Springs, California, more particularly described as a portion of Assessor Parcel #051-461-059 consisting of 5.00 acres zoned multifamily that will be split from the original property, (the "**Property**").

B. Buyer desires to acquire the Property, together with all rights privileges, easements or appurtenances to or benefitting said Property.

NOW, THEREFORE, in consideration of the Recitals and the mutual covenants contained hereinbelow, the parties agree as follows:

1. SALE AND PURCHASE. Upon the terms and subject to the conditions contained in this Agreement, Seller shall sell and transfer the Property to Buyer, and Buyer shall purchase the Property from Seller.

2. PURCHASE PRICE. The purchase price to be paid by Buyer to Seller for the Property shall be One Million Four Hundred Thousand Dollars (\$1,400,000) ("**Purchase Price**") payable as follows:

(a) Initial Deposit. Within thirty (30) Business Days after the date this Agreement is executed by Seller and Buyer, Buyer shall deposit in escrow an earnest money deposit of One Thousand Dollars (\$1,000) (the "**Initial Deposit**") to be held in an interest bearing account for disbursement as described herein. If Buyer has not terminated this Agreement prior to the conclusion of the Feasibility Period, as described in Section 4 below, the Initial Deposit shall thereafter be non-refundable to Buyer, except in the event of a default by Seller or the failure (or non-waiver) of a condition precedent for the benefit of Buyer. If Buyer has terminated this Agreement prior to the conclusion of the Feasibility Period, as described in Section 4 below, the entire Initial Deposit and accrued interest thereon shall be refunded to Buyer, less applicable escrow cancellation fees and costs charged by Escrow Holder. If the transaction described in this Agreement closes, the entire amount of the Initial Deposit shall be credited against the Purchase Price at the Closing (as defined below).

(b) Balance of Purchase Price. Buyer shall deposit the balance of the Purchase Price in immediately available funds with Escrow Holder at least two (2) Business Days prior to the Closing. The Purchase Price, net of costs and adjustments payable by Seller hereunder and any Extension Payments paid to Seller pursuant to Section 3(a), shall be paid to Seller at the Closing.

3. ESCROW.

(a) Opening Escrow. Seller shall open an escrow (the "**Escrow**") with Escrow Holder identified as PLACER TITLE COMPANY, Senior Commercial Escrow Officer JENNY M. VEGA, 301 University Avenue, Suite 120 Sacramento, CA 95825, 916-973-3610. All references in this Agreement to "**Title Company**" and "**Escrow Company**" are to this title company. The opening date of Escrow, also referred to herein as the "**Effective Date**" is the date on which Escrow Holder has received (a) counterpart originals of this Agreement executed by Buyer and Seller, and (b) the Initial Deposit, in immediately available funds. All deliveries of documents and funds herein contemplated shall occur through the Escrow, unless expressly provided otherwise. "**Close of Escrow**," "**Closing**" or words of similar import, as used herein, mean the moment when the Grant Deed (defined below) has been recorded in the Official Records of El Dorado County, California. The Close of Escrow shall occur 60 days after Buyer's satisfaction of the Financing Condition described in Section 6(c) below (or such earlier time period following the satisfaction or waiver of the Financing Condition as Buyer may designate to Seller and Escrow Holder) but in no event later than one (1) year after the Effective Date (the "**Initial Closing Date**"). Buyer may extend the Initial Closing Date for up to one (1) 180-day extension period (the "**Extension Period**") upon payment to Seller of a nonrefundable extension payment equal to Five Thousand Dollars (\$5,000) (the "**Extension Payment**") prior to the Initial Closing Date. The Extension Payment shall be nonrefundable to Buyer, except in the event of a default by Seller or the failure (or non-waiver) of a condition precedent for the benefit of Buyer. The Extension Payment, if any, paid to Seller shall be credited against the Purchase Price at the Closing. Each party shall timely deposit such documents, monies and written escrow instructions with the Escrow Holder as may be necessary for the conveyance of the Property in accordance with the terms of this Agreement. This Agreement shall constitute escrow instructions; all other instructions shall be in Escrow Holder's standard form and consistent with the terms of this Agreement.

(b) Preliminary Report. Within twenty (20) Business Days of the Effective Date, Seller shall request the Escrow Holder to prepare a preliminary report (the "**PTR**") covering title to the Property. The PTR shall set forth the state of title to the Property, together with all exceptions or conditions to such title. Buyer shall notify Seller, in writing within 90 days after receipt of the PTR, of any objections to the PTR. Buyer's failure to provide written notice of its objection to title to Seller within said 90-day period shall conclusively be deemed to be Buyer's approval of the PTR. Seller shall be entitled to 15 days after Buyer's notice (if any) to cure such objections. In the event Seller notifies Buyer that Seller is unable or unwilling to cure such objections within said 15-day period, then Buyer shall have 15 days after Buyer's receipt of Seller's notice to elect to either (i) waive Buyer's objections and proceed with the transaction contemplated under this Agreement, or (ii) terminate this Agreement, in which case the Initial Deposit, plus accrued interest thereon shall be refunded to Buyer, less any cancellation fees or costs charged by Escrow Holder. In the event Buyer elects to terminate this Agreement pursuant to the foregoing sentence, the Initial Deposit shall be refunded to Buyer and neither party shall have any duty or obligation to the other party under this Agreement, excluding indemnity

provisions which expressly survive termination. Seller shall not cause, suffer or permit any exception to title to the Property to be created after Buyer's approval (or deemed approval) of the PTR.

(c) Conveyance: Title Policy. At the Close of Escrow, Seller shall deliver title to the Property to Buyer by grant deed (the "**Grant Deed**"). At the Closing, Escrow Holder shall issue a standard CLTA owner's policy of title insurance (the "**Title Policy**") in the amount of the Purchase Price, naming Buyer as the insured with respect to the Property, insuring Buyer that Buyer is vested with fee simple title to the Property, subject only to the permitted (or deemed permitted) exceptions to title as described in Section 3(b) above.

(d) Closing Costs and Prorations. Seller shall pay the premium for the standard owner's coverage of the Title Policy, and Seller shall pay its share of Escrow closing costs and fees in accordance with El Dorado County custom.

4. FEASIBILITY PERIOD. Buyer shall have the right for a period of up to 90 days after the Effective Date (the "**Feasibility Period**") to inspect the Property and review such tests and inspections as Buyer may deem reasonably necessary in order to determine the legal, physical and financial condition of the Property, including, without limitation, any questions of contamination by hazardous substances, whether the Property is reasonably suitable for Buyer's intended use and whether the condition of the Property is acceptable to Buyer. If, on the basis of Buyer's investigations during the Feasibility Period, Buyer determines, in its sole and exclusive discretion, that the Property is not suitable or acceptable to Buyer for any or no reason, then prior to 5:00 p.m. on the last day of the Feasibility Period, Buyer may terminate this Agreement by delivering notice of such termination to Seller, in which case the Initial Deposit shall be refunded to Buyer. Buyer's failure to deliver such termination notice to Seller shall be deemed Buyer's acceptance of the Property. The parties agree and acknowledge that, if Buyer does not terminate this Agreement as provided herein, Buyer has an on-going right of access to the Property as described in Section 5(b) below.

5. BUYER'S APPROVAL PERIOD.

(a) Approvals. Unless this Agreement has been terminated sooner, Buyer shall have the right through the Closing Date (including the Extension Period) (the "**Approval Period**") to seek to obtain all approvals (the "**Approvals**") necessary for development of a portion of the Property as an apartment project ("**Development**"). For purposes of this Agreement, Approvals include, but are not limited to, general plan amendments, zoning changes, conditional use permits, site plan applications, lot line adjustment applications, permits, licenses, variances and environmental filings or applications required by governmental authorities or deemed necessary by Buyer for the Development. Seller will cooperate with Buyer's application and processing of the Approvals at no cost to Seller and will timely execute any application forms or consent documents required by governmental authorities to accept and process the Approvals.

(b) Site Inspections. Buyer will have until the Close of Escrow within which to enter the Property to conduct and approve additional feasibility studies, physical inspections, due diligence investigations, soils tests or other reports ("**Buyer's Investigations**") deemed necessary by Buyer to determine the economic, physical, developmental and operations feasibility of Buyer's acquisition of the Property. Buyer shall undertake Buyer's Investigations at its sole cost and expense. Buyer's access to the Property shall not extend the Feasibility Period described in Paragraph 4 above. Buyer shall indemnify, defend, and hold Seller harmless from all claims, demands, liabilities, losses, damages, costs, fees, and expenses, arising from the acts or activities of Buyer or Buyer's agents or invitees in, on, or about the Property during or arising in connection with Buyer's Investigations. Seller will use commercially reasonable efforts to provide Buyer with copies of all existing environmental assessments and reports which were prepared for Seller, as soon as practicable after the execution of this Agreement. Seller will, at no cost to Seller, reasonably assist with Buyer's environmental investigations of the Property, including, without limitation, assistance with the preparation of environmental questionnaires for the Property.

6. BUYER'S CONDITIONS PRECEDENT. Buyer's obligation under this Agreement are subject to the satisfaction or waiver by Buyer of the following conditions precedent prior to the Closing (or other date as specifically provided below):

(a) The full and timely performance of Seller's obligations under this Agreement.

(b) The truth and assurances of Seller's representations and warranties, as of the Effective Date and the Closing Date;

(c) Buyer has arranged construction financing for the development of the Property on terms and conditions acceptable to Buyer in its sole discretion (the "**Financing Condition**");

(d) The issuance of the Title Policy to Buyer in the condition described in Section 3 above; and

(e) Buyer shall obtain a community development block grant or other grant funding necessary for the construction of the Property;

(f) On or before the end of the term of this Agreement, Buyer shall obtain completion and approval of an Environmental Review done in accordance with the National Environmental Policy Act ("NEPA") and 24 CFR Part 58 and/or in accordance with the California Environmental Quality Act ("CEQA"), as applicable by any governmental agency with jurisdiction over Buyer's proposed development to be located on the Property ("Responsible Entity"). This Agreement shall be conditioned upon each Responsible Entity's determination to proceed with, modify or cancel its financial participation in Buyer's proposed Project based on the results of the NEPA Environmental Review and/or CEQA Environmental Review. This condition shall be deemed to have been satisfied upon the

issuance to the Responsible Entity of an Authority to Use Funds by the County of El Dorado; State of California, Department of Housing and Community Development (“HCD”); California Housing Finance Agency (“CalHFA”); U.S. Department of Agriculture {“USDA”}; U.S. Department of Housing and Urban Development (“HUD”); and any other local, State or Federal agency proposed for participation in Buyer’s proposed Project. Until such time as all applicable NEPA and/or CEQA reviews have been completed, Buyer shall have no ability to purchase the Property, and Buyer may terminate this Agreement and the Option in Buyer’s sole discretion.

In the event any of the foregoing conditions precedent are not satisfied or waived by the Closing (or earlier date provided above), Buyer may terminate this Agreement by providing written notice of termination to Seller and the Escrow Holder and, in such case, Buyer’s Initial Deposit and any Extension Payment made by Buyer shall be refunded to Buyer.

7. WARRANTIES AND REPRESENTATIONS.

(a) Seller's Warranties and Representations. Seller hereby warrants and represents to Buyer, which warranties and representations shall survive the Closing, that, as of the Effective Date and as of the Closing Date: (i) Seller has received no written notice of any action, litigation, or proceeding against the Property; (ii) Seller is not a foreign person within the meaning of Section 1445(F)(3) of the Internal Revenue Code of 1984, as amended, nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Service; (iii) Seller has received no written notice of any existing or any pending governmental agency or court orders requiring repair, alteration or correction of any existing condition on the Property; (iv) Seller will not sell, encumber, or lease the Property at any time between the Effective Date and the Closing or earlier termination of this Agreement; (v) Seller will not cause, permit or suffer any lien, encumbrance, charge or abstract of judgment to be filed or recorded against the Property; (vi) it is Seller's belief an underground tank was previously removed from the Property; and (vii) there is no litigation or legal action pending or threatened which affects or would affect the Property or Seller's ability to convey the Property to Buyer, as contemplated herein, and there are no facts or circumstances known to Seller which would result in litigation or legal action which would affect the Property or Seller's ability to convey the Property to Buyer, as contemplated herein. Seller's representations and warranties shall survive the Close of Escrow and not be deemed to have merged with the recordation of the Grant Deed. Except as expressly provided in this Agreement, the Property is sold in its AS-IS, WHERE-IS physical condition, without representation or warranty by Seller.

(b) Buyer's Warranties and Representations. Buyer hereby warrants and represents to Seller, which warranties and representations shall survive the Closing, that, as of the Effective Date and as of the Closing Date: (i) Buyer has the authority to enter into this Agreement and to perform all covenants and obligations and make all representations and warranties herein contained, and (ii) neither the execution and delivery of this Agreement nor the consummation of the transaction called for or contemplated hereby, will as of the Closing, violate any contract, agreement or instrument to which Buyer is a party.

8. NO BROKERS. Neither party has engaged a broker or finder in connection with this transaction. In the event that any broker or finder claims a commission or finder's fee based upon any contact, dealings or communication, the party through whom the broker or finder makes its claim shall be responsible for said commission or fee and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the other party in defending against the same. The party through whom any such broker or finder makes a claim shall hold harmless, indemnify and defend the other party hereto, its successors and assigns, agents, employees, officers and directors, and the Property from and against any and all obligations, liabilities, claims, demands, liens, encumbrances and losses (including, without limitation, attorneys' fees), whether direct, contingent or consequential, arising out of, based on, or incurred as a result of such claim. The provisions of this Section 8 shall survive the Closing or termination of this Agreement.

9. CLOSING ACTIONS.

(a) Prorations. All real property taxes, interest, maintenance fees, utility fees, dues and rent shall be prorated (employing a 365-day year) between Buyer and Seller as of the Closing based upon the net general real estate taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

(b) Closing Costs. Seller shall pay all documentary transfer taxes, the title insurance premium for the standard coverage Title Policy without endorsements and one-half of all escrow costs, and Buyer shall pay all recording fees on recordable sale documents, one-half of all escrow costs and the premium for any endorsements or revisions to the Title Policy.

10. PROCEDURE FOR CLOSING. Escrow Holder will close the Escrow by doing the following:

(a) Pay Seller's share of closing costs and prorations from funds otherwise distributable to Seller;

(b) Pay from funds deposited by Buyer, Buyer's share of closing costs and prorations;

(c) Record the Grant Deed in the Official Records of El Dorado County and direct the County Recorder to affix the transfer tax after recording, return the recorded Grant Deed to Buyer with a conformed copy to Seller and file Buyer's preliminary change of ownership report in El Dorado County;

(d) Deliver the Natural Hazard Disclosure Statement to Buyer, if required by law; and

(e) Deliver the net sales proceeds to Seller.

11. ATTORNEYS' FEES. In the event legal action is instituted by any party to enforce the terms of this Agreement or which arises out of the execution of this

Agreement, the prevailing party in such legal action will be entitled to receive from the other party the prevailing party's reasonable attorneys' fees and court costs, including the costs of appeal as may be determined by the court in which the action is brought.

12. CAPTIONS, GENDER. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such section or otherwise affect this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless this Agreement requires otherwise.

13. APPLICABLE LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state where the Property is located.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements whether oral or written, are superseded hereby.

15. TIME OF ESSENCE. Buyer and Seller hereby agree that time is of the essence with regard to the terms and conditions of this Agreement.

16. BINDING EFFECT. All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement and Buyer's rights to acquire the Property may be assigned by Buyer in whole or in part without the need for Seller's consent. Buyer will provide Seller with prior notice of any proposed assignment, but Buyer's failure to provide such notice will not invalidate any assignment by Seller.

17. NOTICES. All notices from one party to the other shall be in writing and delivered by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States mail, postage prepaid, either certified or registered. All notices shall be sent to a party at the address set forth below, or to such other address or person as the party shall have designated in writing. Notices shall be deemed given upon the earlier of the date of actual receipt or at the time of delivery if by personal delivery, or as of the date of first attempted delivery if by overnight delivery or certified mail.

If to Buyer:
Diamond Village Apartments, LP
Attn: Robert W. Laing
16935 W. Bernardo Drive, Suite 238
San Diego, CA 92127

-

If to Seller:
SNO Foundation
Attn: Sergei Oleshko
8863 Greenback Ln, Suite 324
Orangevale, CA 95662

18. WAIVER OF JURY TRIAL. Seller and Buyer, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Agreement against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of Seller and Buyer, Buyer's use or occupancy of the Property, or any other claims.

19. WAIVER. The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

20. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

21. AMENDMENT. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but only by an instrument in writing signed by the party against whom enforcement of the change, amendment, modification, waiver or discharge is sought.

22. COUNTERPARTS, SEPARATE SIGNATURE PAGES, FACSIMILE SIGNATURES. This Agreement may be executed in several counterparts, by separate signature pages, and/or by facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and facsimile signatures together shall constitute one and the same Agreement.

23. BUSINESS DAYS. The term "**Business Days**" means Monday through Friday, except for federal or state holidays.

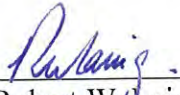
24. CONFIDENTIALITY AGREEMENT. Buyer and Seller agree that the terms and conditions of this Agreement and all other matters related thereto are confidential and that each party shall not, without the prior written consent of the other party, disclose the terms and conditions of this Agreement or the content of any documents delivered or created in accordance herewith to any parties except (a) Buyer's and Seller's lawyers, accountants, lenders, engineers, and other professionals engaged by Buyer or Seller, as the case may be, to assist in the transfer of the Property, and any other party who has a legitimate business need to know such information, and (b) disclosure as required by applicable law. In the event of any such communication permitted by the preceding sentence, Buyer and Seller agree to request their respective parties to such communication to maintain the same confidentiality with respect to such information as is set forth above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

SNO Foundation,
a Private Foundation

Diamond Village Apartments, LP, a
California Limited Partnership

By: 
Sergei Oleshko

By: 
Robert W. Laing

Its: Trustee

Its: Managing General Partner

Dated 9/11/21

Dated September 11, 2021

Entity Information Search Results 1 Total Results

Filter by:

Keyword	Status
087834029	Active

EL DORADO, COUNTY OF ● Active

Entity Registration

DUNS Unique Entity ID: 087834029

Physical Address:

Expiration Date:

778 Pacific St
Placerville , CA

Nov 20, 2021

SAM Unique Entity ID: DW8SM9A6YWR3

Purpose of Registration:

CAGE/NCAGE: 5AMC4

95667 USA

Federal Assistance Awards

SNO FOUNDATION

ALERT! This entity is only available FOR OFFICIAL USE ONLY.

DUNS Unique Entity ID 117932501	SAM Unique Entity ID ZKLSKA33YNC9	CAGE / NCAGE 90L37
Purpose of Registration All Awards	Registration Status Active	Expiration Date May 5, 2022
Physical Address 9719 Lincoln Village DR STE 603 Sacramento, California 95827-3303 United States	Mailing Address 8863 Greenback LN STE 324 Orangevale, California 95662-4059 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District California 07	State / Country of Incorporation California / United States	URL (blank)
MPIN *****EB24		

Registration Dates

Activation Date May 21, 2021	Submission Date May 5, 2021	Initial Registration Date May 5, 2021
--	---------------------------------------	---

Entity Dates

Entity Start Date Mar 20, 2019	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the DUNS Number on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the DUNS number on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a

finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

No

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Other	Business or Organization	(blank)

Profit Structure
For Profit Organization

Socio-Economic Types

Minority Owned Business
Self Certified Small Disadvantaged Business
Asian-Pacific American Owned

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Other Entity Qualifiers

Foundation

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	No

EFT Indicator	CAGE Code
0000	90L37

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	*****2882	(blank)

Financial Institution	Account Number
WELLS FARGO BANK NA	*****92858

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
9169498882	sergei@snofoundation.org	(blank)

Fax
(blank)

Remittance Address

SNO Foundation
9719 Lincoln Village DR Suite 603
Sacramento, California 95827
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*****1396	Applicable Federal Tax	SNO Foundation

Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2020	Director	May 5, 2021

22-0609 C 61 of 207

Address
8863 Greenback LN STE 324
Orangevale, California 95662

Signature
Sergei Oleshko

21-CDBG-HK-00098
 Page 22 of 167

Points of Contact

Accounts Receivable POC

♀
Sergei Oleshko, Director
sergei@snofoundation.org
9169498882

Electronic Business

♀ Natalia Oleshko, Director sergei@snofoundation.org 9169498882	8863 Greenback LN STE 324 Orangevale, California 95662 United States
---	---

Government Business

♀ Natalia Oleshko, Director sergei@snofoundation.org 9169498882	8863 Greenback LN STE 324 Orangevale, California 95662 United States
---	---

Security Information

Company Security Level (blank)	Highest Level Employee Security Level (blank)
--	---

Service Classifications

NAICS Codes

Primary Yes	NAICS Codes 236116	NAICS Title New Multifamily Housing Construction (Except For-Sale Builders)
-----------------------	------------------------------	---

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121) \$1.00	Number of Employees (in accordance with 13 CFR 121) 2
--	---

Location

Annual Receipts (in accordance with 13 CFR 121) (blank)	Number of Employees (in accordance with 13 CFR 121) (blank)
---	---

Industry-Specific

Barrels Capacity (blank)	Megawatt Hours (blank)	Total Assets (blank)
------------------------------------	----------------------------------	--------------------------------

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

Entity Workspace Results 1 Total Results

Pacific Southwest Community Development Corporation

DUNS Unique Entity ID: 135526148	Physical Address: 16935 W Bernardo Dr Ste 238 San Diego , CA 92127-1636 USA	Expiration Date: Oct 12, 2007
SAM Unique Entity ID: W7W6L2WE4UL3		Purpose of Registration: Federal Assistance Awards
CAGE/NCAGE: 4KE87		TIN ... CAGE ...
Entity Status: Work In Progress		

DIAMOND VILLAGE APARTMENTS, LP

ALERT! This entity is only available FOR OFFICIAL USE ONLY.

DUNS Unique Entity ID 128010553	SAM Unique Entity ID HXKHB9E6BWB9	CAGE / NCAGE (blank)
Purpose of Registration Federal Assistance Awards Only	Registration Status Submitted	Expiration Date N/A
Physical Address 16935 W Bernardo DR STE 238 San Diego, California 92127-1636 United States	Mailing Address 8863 Greenback LN STE 324 Orangevale, California 95662 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District California 52	State / Country of Incorporation California / United States	URL (blank)
MPIN *****EB24		

Registration Dates

Activation Date (blank)	Submission Date Mar 3, 2022	Initial Registration Date Mar 3, 2022
-----------------------------------	---------------------------------------	---

Entity Dates

Entity Start Date Feb 9, 2021	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the DUNS Number on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Yes

Within the last five years, had the business or organization (represented by the DUNS number on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a

finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

No

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Partnership or Limited Liability Partnership	Business or Organization	(blank)

Profit Structure

Non-Profit Organization

Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	No

EFT Indicator	CAGE Code
0000	(blank)

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	*****2882	1278692858

Financial Institution	Account Number
WELLS FARGO BANK NA	*****92858

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
9169498882	(blank)	(blank)

Fax

(blank)

Remittance Address

DIAMOND VILLAGE APARTMENTS LP
8863 Greenback LN STE 324
Orangevale, California 95662
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*****1930	Applicable Federal Tax	DIAMOND VILLAGE APARTMENTS LP
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2021	Sergei Oleshko	Mar 3, 2022
Address	Signature	
8863 Greenback LN STE 324 Orangevale, California 95662	Sergei Oleshko	

Points of Contact

Accounts Receivable POC

22-0609 C 65 of 207



Sergei Oleshko, AGP
sergei@snofoundation.org
9169498882

Electronic Business



Sergei Oleshko, AGP
sergei@snofoundation.org
9169498882

8863 Greenback LN STE 324
Orangevale, California 95662
United States

Government Business



Sergei Oleshko, AGP
sergei@snofoundation.org
9169498882

8863 Greenback LN STE 324
Orangevale, California 95662
United States

Security Information

Company Security Level (blank)	Highest Level Employee Security Level (blank)
--	---

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
---------	-------------	-------------

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121) (blank)	Number of Employees (in accordance with 13 CFR 121) (blank)
---	---

Location

Annual Receipts (in accordance with 13 CFR 121) (blank)	Number of Employees (in accordance with 13 CFR 121) (blank)
---	---

Industry-Specific

Barrels Capacity (blank)	Megawatt Hours (blank)	Total Assets (blank)
------------------------------------	----------------------------------	--------------------------------

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.



Register Entity

Submit Registration

Kingdom Development, Inc.

Confirmation Page

Unique Entity ID (DUNS): 081158475 Unique Entity ID (SAM): RXUCHMLXQH68 CAGE Code: 83VY8

Overview

Purpose of Registration

Core Data

Representations and Certifications

Points of Contact

Submit Registration

Entity Review

Confirmation Page

Registration Submitted - Confirmation
Thu Jan 20 10:12:20 EST 2022

You successfully submitted your entity registration. This registration record will remain in Submitted status until all external validations are complete. This process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration.

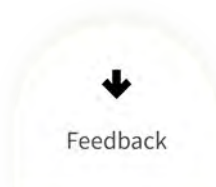
What happens next?

- 1 If you provided a Taxpayer Identification Number (TIN), the Internal Revenue Service (IRS) will conduct a validation of your TIN and Taxpayer Name. This could take two business days. You will get an email from @sam.gov when that review is complete.
- 2 Your registration will then be sent to the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Code system for assignment or validation of your CAGE Code. This also is a FREE service. This step averages two business days, but the DLA CAGE team can take up to ten business days, or longer, in peak periods. You will get an email from @sam.gov when that review is complete.
- 3 If the DLA CAGE team has any questions, they will contact the individual you listed as the Government Business Point of Contact (POC) via email. The email will come from an @dla.mil address. Please tell your Government Business POC to respond right away to any requests from an @dla.mil email. If a timely response is not received, your registration will be returned to SAM and your registration status changed to Work in Progress. You will have to resubmit and provide the requested information to DLA CAGE to continue.
- 4 You will get an email from @sam.gov when your registration passes these external validations and becomes Active. While you are waiting, select Check Status on the SAM.gov homepage to see where your registration is in the review process.
- 5 Remember, it is FREE to register and maintain your registration in SAM. If you get an email from any address that does not end in .gov or .mil, be cautious. If you get an email, text message, or phone call asking for money or payment of any amount, be very cautious. These parties do not represent the U.S. government. You engage third party vendors at your own risk.
- 6 You can get FREE help with your registration by contacting our supporting [Federal Service Desk \(FSD\)](#). In addition, if you are located in the U.S. and its outlying areas, you can get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Check the [PTAC website](#) to locate your closest PTAC.

Select [Back to Workspace](#) to be navigated to your Workspace where you can view your entity record and print or save a PDF.

[Back to Workspace](#)

[Return to top](#)



Our Website

- [About This Site](#)
- [Our Community](#)
- [Release Notes](#)
- [System Alerts](#)

Our Partners

- [Aquisition.gov](#)
- [USASpending.gov](#)
- [Grants.gov](#)
- [More Partners](#)

Policies

- [Privacy Policy](#)
- [Disclaimers](#)
- [Freedom of Information Act](#)
- [Accessibility](#)

Customer Service

- [Help](#)
- [Check Registration](#)
- [Federal Service Desk](#)
- [External Resources](#)
- [Contact](#)



IBM-P-20211211-1059
WWW7

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



APPENDIX J

1

Appendix J: CDBG-CV Application Certifications and Statement of Assurances

Complete and fully execute the attached CDBG-CV Application Certifications and Statement of Assurances. The executed statement must be uploaded as a threshold document in the application. The document **may not** be modified.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 200
Sacramento, CA 95833
(855) 333-CDBG (2324)/ FAX (916) 263-2763
www.hcd.ca.gov



CDBG-CV Application Certifications and Statement of Assurances

The applicant, County of El Dorado, hereby certifies the following:

1. Legal Authority:

It possesses the legal authority to apply for and execute the proposed activity(s) in the application.

2. Application Authorization:

Its governing body has duly adopted or passes as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information as may be required.

3. Citizen Participation:

It has or will comply with all citizen participation requirements, which include, at a minimum, the following components:

- A. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction – and
- B. Provides citizens with reasonable ADA compliant and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG regulations, and relating to the actual use of funds under this title – and
- C. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee – and

- D. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodation for the handicapped. This shall include one public meeting during the program design, annual performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal – and
- E. Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable – and
- F. Identifies needs of limited-English speaking residents will be met in the case of public hearings where limited-English speaking residents can reasonably be expected to participate.

4. National Objective:

It has developed its CDBG Program so as to primarily benefit targeted income person and households and each activity in the program meets one of the three national objectives: benefit to low-and moderate-income persons, elimination of slums and blight, or meets an urgent community need (with prior Department approval) certified by the grantee as such.

5. NEPA Environmental Review:

It consents to assume, and hereby assumes the responsibilities for environmental review and decision-making in order to ensure timely compliance with NEPA by following the procedures for recipients of block grant funds as set forth in 24 CFR Part 58, titled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities." Also included in this requirement is compliance with Executive Order 11988 relating to the evaluation of flood hazards, Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) regarding purchase of flood insurance, and the National Historic Preservation Act of 1966 (16 USC 470) and implementing regulations (36 CFR §800.8).

6. Audit/Performance Findings:

It certifies that the State Controller's Office (SCO) was in receipt of its complete Single Audit Package by the NOFA application due date, or certifies that is exempt from the Single Audit requirements set forth in 2 CFR Part 200.

7. Growth Control:

It certifies that there is no plan, ordinance, or other measure in effect which directly limits, by number, the building permits that may be issued for residential construction or the buildable lots which may be developed for residential purposes; or if such a plan, ordinance, or measure is in effect, it will either be rescinded before receiving funds, or it need not be rescinded because it:

- A. Imposes a moratorium on residential construction, to protect health and safety, for a specified period of time which will end when health and safety is no longer jeopardized; or
- B. Creates agricultural preserves under Chapter 7 (commencing with Section 51200) of Part 2 of Division 1 of Title 5 of the Government Code; or
- C. Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission; or
- D. The applicant has an adopted housing element which the Department has found to be in compliance, unless a final order has been used by a court in which the court determined that it is not in compliance with Article 10.6 of Chapter 3 of Division 1 of Title 7 of the Government Code, commencing with section 65580.

8. Uniform Administrative Requirements:

It will comply with the regulations, policies, guidelines and requirements of 2 CFR Part 200 and 24 CFR Part 85 and the CDBG Program Guidelines.

9. Nondiscrimination:

It shall comply with the following regarding nondiscrimination laws and practices as may be amended from time to time:

- A. Title VI of the Civil Rights Act of 1964 (Public Law 88-352).
- B. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.
- C. Section 109 of the Housing and Community Development Act of 1974, as amended.
- D. Section 3 of the Housing and Urban Development Act of 1968, as amended.
- E. Executive Order 11246, as amended by Executive Orders 11375 and 12086.

- F. Executive Order 11063, as amended by Executive Order 12259.
- G. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended, and implementing regulations.
- H. The Age Discrimination Act of 1975 (Public Law 94-135).

10. Anti-Displacement/Relocation:

It will comply with the Federal Relocation Act (42 U.S.C. 4601 et seq.).

11. Labor Standards:

It will comply with the following regarding labor standards as may be amended from time to time:

- A. Section 110 of the Housing and Community Development Act of 1974, as amended.
- B. Section 1720, et seq. of the California Labor Code regarding public works labor standards.
- C. Davis-Bacon and Related Acts as amended (40 U.S.C. §276(a)) regarding the payment of prevailing wage rates.
- D. Contract Work Hours and Safety Standards Act (40 U.S.C. §3702) regarding overtime compensation.
- E. Anti-Kickback Act of 1934 (41 U.S.C. §51-58) prohibiting "kickbacks" of wages in federally assisted construction activities.

12. Architectural Barriers:

It will comply with the Architectural Barriers Act of 1968 (42 U.S.C. §4151 et seq.) and implementing regulations (24 CFR Parts 40-41)

13. Conflict of Interest:

It will enforce standards for conflicts of interest which govern the performance of their officers, employees, or agents engaged in the award and administration, in whole or in part, of State CDBG grant funds (24 CFR §570.611).

14. Limitations on Political Activities:

It will comply with the Hatch Act (5 U.S.C. §1501, et seq.) regarding political activity of employees.

15. Lead-Based Paint:

It will comply with the Lead-Based Paint Regulations (24 CFR Part 35), which prohibit the use of lead-based paint on projects funded by the program.

16. Debarred Contractors:

It certifies that neither the applicant or its staff are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the CDBG program, per the Excluded Party List System located at <https://www.sam.gov/SAM/>. In addition, the applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the CDBG program under the provisions of 24 CFR Part 24.

17. Inspection of Grant Activities:

It will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

18. Cost Recovery:

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

- A. CDBG funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of public improvements that are financed from revenue sources other than CDBG funds; or
- B. For purposes of assisting any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income, that it lacks sufficient funds received from CDBG Program to comply with the requirements of this clause.

19. Procurement:

It will follow the federal procurement policies per 2 CFR 200.320

20. Excessive Force:

It will adopt and enforce policies:

- A. Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and
- B. Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

21. Anti-Lobbying:

- A. It certifies and agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. 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 in connection with the federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.


22. Compliance with Laws:

The jurisdiction will comply with all applicable laws, rules, and regulations governing the activities being applied for herein.

I hereby certify under penalty of perjury that all information contained in this Statement of Assurances (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this certification, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution and fines.

Karen L. Garner

Printed Name of Authorized Representative (*per the Resolution*)


Signature

Director of Planning and Building Dept 2/10/22
Title Date



County of El Dorado

Minutes - Final Board of Supervisors

Brian K. Veerkamp, Chair, District III
John Hidahl, First Vice Chair, District I
Lori Parlin, Second Vice Chair, District IV
Shiva Frentzen, District II
Sue Novasel, District V

Kim Dawson, Clerk of the Board of Supervisors
Don Ashton, Chief Administrative Officer
David Livingston, County Counsel

21-CDBG-HK-00098
Page 36 of 167

Board of Supervisors
Department
330 Fair Lane, Building A
Placerville, California
530-621-5390
FAX 530-622-3645
www.edcgov.us/bos

Tuesday, June 23, 2020

8:00 AM

VIRTUALLY - See Below

ADDENDUM

Item 55 is hereby added to the Consent Calendar.

PUBLIC PARTICIPATION INSTRUCTIONS: To comply with physical distancing requirements and the stay at home order from the Governor, the Board Chambers will be closed to members of the public and all public participation will be handled remotely.

The public should call into 530-621-7603 or 530-621-7610. The Meeting ID is 912 3869 4584.

To observe the live stream of the Board of Supervisors meeting go to <https://zoom.us/j/91238694584>. If you are joining the meeting via zoom and wish to make a comment on an item, press the "raise a hand" button. If you are joining the meeting by phone, press *9 to indicate a desire to make a comment. The clerk will call you by the last three digits of your phone number when it is your turn to speak. Speakers will be limited to 3 minutes.

To view Board of Supervisors meetings via Facebook Live, go to <https://www.facebook.com/EIDoradoCountyNews>. Please note the Board will not be using this function and therefore will not see any comments posted during the livestream.

By participating in this meeting, you acknowledge that you are being recorded.

If you choose not to observe the Board of Supervisors meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 4:00 p.m. on the Monday prior to the Board meeting. Please submit your comment to the Clerk of the Board at edc.cob@edcgov.us. Your comment will be placed into the record and forwarded to the Board of Supervisors.

The Clerk of the Board is here to assist you, please call 530-621-5390 if you need any assistance with the above directions to access the meeting.

Vision Statement

**Safe, healthy and vibrant communities, respecting our natural resources
and historical heritage**

This institution is an equal opportunity provider and employer.

Live Web Streaming and archiving of most Board of Supervisors meeting videos, all meeting agendas, supplemental materials and meeting minutes are available on the internet at:
<http://eldorado.legistar.com/Calendar.aspx>

The County of El Dorado is committed to ensuring that persons with disabilities are provided the resources to participate in its public meetings. Please contact the office of the Clerk of the Board if you require accommodation at 530-621-5390 or via email, edc.cob@edcgov.us, preferably no less than 24 hours in advance of the meeting.

The Board of Supervisors is concerned that written information submitted to the Board the day of the Board meeting may not receive the attention it deserves. The Board Clerk cannot guarantee that any FAX, email, or mail received the day of the meeting will be delivered to the Board prior to action on the subject matter.

The Board meets simultaneously as the Board of Supervisors and the Board of Directors of the Air Quality Management District, In-Home Supportive Services, Public Housing Authority, Redevelopment Agency and other Special Districts.

For Purposes of the Brown Act § 54954.2 (a), the numbered items on this Agenda give a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.

Materials related to an item on this Agenda submitted to the Board of Supervisors after distribution of the agenda packet are available for inspection during normal business hours in the public viewing packet located in Building A, 330 Fair Lane, Placerville or in the Board Clerk's Office located at the same address. Such documents are also available on the Board of Supervisors' Meeting Agenda webpage subject to staff's ability to post the documents before the meeting.

PROTOCOLS FOR PUBLIC COMMENT

Public comment will be received at designated periods as called by the Board Chair.

Public comment on items scheduled for Closed Session will be received before the Board recesses to Closed Session.

Except with the consent of the Board, individuals shall be allowed to speak to an item only once.

On December 5, 2017, the Board adopted the following protocol relative to public comment periods. The Board adopted minor revisions to the protocol on February 26, 2019, incorporated herein:

Time for public input will be provided at every Board of Supervisors meeting. Individuals will have three minutes to address the Board. Individuals authorized by organizations will have three minutes to present organizational positions and perspectives and may request additional time, up to five minutes. At the discretion of the Board, time to speak by any individual may be extended.

Public comment on certain agenda items designated and approved by the Board may be treated differently with specific time limits per speaker or a limit on the total amount of time designated for public comment. It is the intent of the Board that quasi-judicial matters have additional flexibility depending upon the nature of the issue. It is the practice of the Board to allocate 20 minutes for public comment during Open Forum and for each agenda item to be discussed. (Note: Unless designated on the agenda, there is no Open Forum period during Special Meetings.)

Individual Board members may ask clarifying questions but will not engage in substantive dialogue with persons providing input to the Board.

If a person providing input to the Board creates a disruption by refusing to follow Board guidelines, the Chair of the Board may take the following actions:

- Step 1. Request the person adhere to Board guidelines. If the person refuses, the Chair may turn off the speaker's microphone.
- Step 2. If the disruption continues, the Chair may order a recess of the Board meeting.
- Step 3. If the disruption continues, the Chair may order the removal of the person from the Board meeting.

8:00 A.M. - CALLED TO ORDER AND RECESSED TO CLOSED SESSION

Public Comment on Closed Session: K. Payne

Present: 5 - Supervisor Veerkamp, Supervisor Frentzen, Supervisor Novasel, Supervisor Hidahl and Supervisor Parlin

9:03 A.M. - RECONVENED TO OPEN SESSION AND CLOSED SESSION REPORTS

Present: 5 - Supervisor Veerkamp, Supervisor Frentzen, Supervisor Novasel, Supervisor Hidahl and Supervisor Parlin

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

Pastor David Cooke of the Cold Springs Community Church gave the Invocation. Supervisor Veerkamp led the Pledge of Allegiance to the Flag.

ADOPTION OF THE AGENDA AND APPROVAL OF CONSENT CALENDAR

Public Comment: K. Payne, M. Lane

A motion was made by Supervisor Hidahl, seconded by Supervisor Novasel to Adopt the Agenda and Approve the Consent Calendar with the following change:

Supervisor Frentzen registered a No vote on item 18 section 1 due to Agreement being retroactive.

Yes: 5 - Veerkamp, Frentzen, Novasel, Hidahl and Parlin

The Board may make any necessary additions, deletions or corrections to the agenda including moving items to or from the Consent Calendar and adopt the agenda and the Consent Calendar with one single vote. A Board member may request an item be removed from the Consent Calendar for discussion and separate Board action. At the appropriate time as called by the Board Chair, members of the public may make a comment on matters on the Consent Calendar prior to Board action.

OPEN FORUM

Public Comment: A. Nevis, M. Lane, K. Payne, J. Gainsborough, K. Greenwood

[20-0846](#)

Open Forum (See Attachment)

Open Forum is an opportunity for members of the public to address the Board of Supervisors on subject matter that is not on their meeting agenda and within their jurisdiction. Public comments during Open Forum are limited to three minutes per person. Individuals authorized by organizations will have three minutes to present organizational positions and perspectives and may request additional time, up to five minutes. The total amount of time reserved for Open Forum is 20 Minutes.

CONSENT CALENDAR

1. [20-0779](#) Clerk of the Board recommending the Board Approve the Minutes from the regular meeting of the Board on June 9, 2020.

This matter was Approved on the Consent Calendar.

GENERAL GOVERNMENT - CONSENT ITEMS

2. [20-0760](#) Chief Administrative Office recommending the Board adopt Policy A-23, titled "Grant Funding for Novel Coronavirus Pandemic Public Health Emergency."

FUNDING: N/A

This matter was Approved on the Consent Calendar.

3. [20-0765](#) Chief Administrative Office recommending the Board adopt and authorize the Chair to sign Resolution **106-2020** approving the Authorized Personnel Allocation Resolution, with the personnel allocation schedule included by reference as Exhibit A to the Resolution, based on the Board approved Fiscal Year 2020-21 Recommended Budget and incorporating title and allocation changes, approved by the Board of Supervisors or made pursuant to Personnel Rules, subsequent to the development of the Recommended Budget.

FUNDING: Countywide Budget.

Resolution 106-2020 was Adopted upon Approval of the Consent Calendar.

4. [20-0770](#)

Chief Administrative Office, Airports Division, recommending the Board take the following actions:

- 1) Approve and authorize the Chief Administrative Office to reallocate funds from the Placerville Airport Enterprise Fund balance to Fixed Assets, as outlined in Attachment A, for Fiscal Year (FY) 2020-21 to enable the purchase of a M4000 Self-Serve Fuel Terminal to replace the current M3000 Self-Serve Fuel Terminal at the Placerville Airport, add the item to the approved fixed asset list for the FY 20-2021 budget, and authorize the Department to purchase the Fixed Asset prior to adoption of the Final Budget;
- 2) Find that, in accordance with County Procurement Policy Section 5.9 (b) that the unique nature of the property or services required precludes competitive bidding;
- 3) Find that, in accordance with County Procurement Policy Section 5.9 (c) that competitive bidding would produce no economic benefit to the County;
- 4) Approve a Property Transfer Request to allow the M3000 Self-Serve Fuel Terminal to be used as a trade-in for the new M4000 Self-Serve Fuel Terminal;
- 5) Approve the initiation of a perpetual subscription service agreement with QTPod, LLC, and authorize the Chair to sign the agreement;
- 6) Approve the initiation of a perpetual agreement (Gateway Agreement for Government Entities) with U.S. Bank National Association and authorize the Chair to sign the agreement; and
- 7) Authorize the Purchasing Agent to establish change orders in FENIX to add funds to the subscription service agreement with QTPod, LLC as necessary to process associated payments for FY 2020-21.

FUNDING: Placerville Airport Enterprise Fund.

This matter was Approved on the Consent Calendar.

5. [20-0623](#) Chief Administrative Office, Facilities Division, recommending the Board:
- 1) Authorize the Purchasing Agent to sign Amendment II to Agreement for Services 2841/212-S1810 with Pride Industries One, Inc. to increase compensation by \$200,000 for an amended not-to-exceed amount of \$270,000 to provide on-call and emergency maintenance and repair services at various County operated locations; and
 - 2) Make findings pursuant to Article II, Section 210b(6) of the El Dorado County Charter and 3.13.030 Section C of County Ordinance 5116 that the ongoing aggregate of the work performed under this Agreement is temporary or occasional in nature and the work to be performed is not sufficient to warrant the addition of permanent staff.

FUNDING: Accumulated Capital Outlay Fund, General Fund, COVID-19 Funds.

This matter was Approved on the Consent Calendar.

6. [20-0405](#) Chief Administrative Office, Parks Division, requesting the Board do the following in regards to the Monroe Trail Project:
- 1) Approve the project as identified in the 2012 Parks and Trails Master Plan and the 2014 Henningsen Lotus Park Conceptual Master Plan; and
 - 2) Authorize the Chief Administrative Office to amend the Fiscal Year 2020-21 Recommended Budget in the amount of \$40,000, allocating \$40,000 from the El Dorado - SMUD Cooperation Agreement Special Revenue Fund to the Chief Administrative Office, Facilities Division for the project during the Adopted Budget revision process.

FUNDING: SMUD Agreement.

This matter was Approved on the Consent Calendar.

7. [20-0420](#) Chief Administrative Office, Parks Division recommending the Board of Supervisors conceptually approve the use of \$126,818 for consultant services for a site assessment, public outreach, and a feasibility study for the Chili Bar site.

FUNDING: SMUD Agreement Funds

This matter was Approved on the Consent Calendar.

8. [20-0568](#) Chief Administrative Office, Parks Division, recommending the Board approve a one year extension for the implementation of the refinement of the Institutional User Group Designation as identified in the 2018 River Management Plan (Page 13), adopted February 13, 2018, which would extend the implementation requirements for institutional groups until February 13, 2022.

FUNDING: N/A

This matter was Approved on the Consent Calendar.

9. [20-0717](#) Chief Administrative Office, Procurement and Contracts Division, and Information Technology Department recommending the Board:
- 1) Waive formal bid requirements in accordance Purchasing Ordinance 3.12.160, exemptions from competitive process, Section D;
 - 2) Authorize the Purchasing Agent to utilize the State of California's competitively bid Contract 1-17-70-05A, Supplement 7 for the acquisition of Dell Monitors for use by all County Departments;
 - 3) Authorized the Purchasing Agent to extend for one additional year and increase FENIX Contract 3942 for the countywide purchase of monitors by \$51,000, bringing the contract value to \$150,000 and the contract term through 6/30/2021; and
 - 4) Authorize the Purchasing Agent to increase the purchase order contract on an "as needed" basis during the awarded period as long as funding is available within the requesting department's budget.

FUNDING: Various - General Fund and Non-General Fund.

This matter was Approved on the Consent Calendar.

10. [20-0740](#) Clerk of the Board, based upon the recommendation of the El Dorado County Child Abuse Prevention Council, recommending the Board made the following reappointments to the El Dorado County Child Abuse Prevention Council:
- 1) Reappoint Sheryce M. Allendorf, Community Based Organization, Term 7/1/2020 to 6/30/2022.
 - 2) Reappoint Carolyn Barla, Community Based Organization, Term 7/1/2020 to 6/30/2022.
 - 3) Reappoint Daniel Johnson, Criminal Justice Representative, Term 7/1/2020 to 6/30/2022.
 - 4) Reappoint Betsy Vanderpool, Community Based Organization, Term 7/1/2020 to 6/30/2022.

This matter was Approved on the Consent Calendar.

11. [20-0680](#) Human Resources Department recommending the Board authorize continuation of the current perpetual Agreement 886 with GovernmentJobs.com, Inc., doing business as Neogov, for the ongoing maintenance of the County-wide applicant tracking license, subscription to GovernmentJobs.com website, background check integration and performance evaluation for the period of July 1, 2020 through June 30, 2021. Estimated costs for the year \$63,007.47.

FUNDING: General Fund.

This matter was Approved on the Consent Calendar.

12. [20-0763](#) Human Resources Department recommending the Board approve the following:
- 1) Revised class specification for the Human Resources Department: Human Resources Technician; and
 - 2) Adopt and authorize the Chair to sign Resolution **097-2020** to:
 - a) Approve the title change from Supervising Code Enforcement Officer to Code Enforcement Supervisor, effective July 4, 2020; and
 - b) Approve the title change from Emergency Medical Services and Emergency Preparedness Coordinator to Emergency Medical Services and Emergency Preparedness Supervisor, effective July 4, 2020.

FUNDING: N/A

This matter was Approved and Resolution 097-2020 was Adopted upon Approval of the Consent Calendar.

HEALTH AND HUMAN SERVICES - CONSENT ITEMS

13. [19-1437](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Funding Out Agreement 4675 with Marshall Medical Center, to support the operation of the County Medical Services Program Pilot Project grant, effective upon execution through 06/30/2021 with a maximum funding amount of \$135,000;
- 2) Make findings in accordance with County Ordinance 3.13.030 that provision of such services provided by Marshall Medical Center is appropriate C) due to limited time frames, temporary nature, and schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff; and
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute further documents relating to Funding Out Agreement 4675, including amendments which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State funding administered by the County Medical Services Program.

This matter was Approved on the Consent Calendar.

14. [20-0347](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4738 with Psynergy Programs, Inc. for the provision of adult residential facility services, in the amount of \$450,000, for the term of July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with Psynergy Programs, Inc. for services provided under this Agreement 4738 because (B) "Specialty skills and qualifications not expressly identified in County classifications are involved in the performance of the work;" and
- 3) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4738 including amendments which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: Federal and State Funding: 50% Federal Short Doyle Medi-Cal; 50% 1991 or 2011 State Realignment.

This matter was Approved on the Consent Calendar.

15. [20-0528](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4838 with Foothill Indian Education Alliance, Inc., for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services, in the amount of \$377,250, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with Foothill Indian Education Alliance, Inc. for services provided under this Agreement 4838 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to the maximum contractual obligation, outlined in Agreement 4838, or as amended, so long as the term does not exceed the end date of the approved Fiscal Year (FY) 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4838, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

16. [20-0542](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4866 with EDCA Lifeskills, Inc., for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention services, in the amount of \$90,000, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with EDCA Lifeskills, Inc. for services provided under this Agreement 4866 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to maximum contractual obligation, outlined in Agreement 4866, or as amended, so long as the term does not exceed the end date of the approved Fiscal Year (FY) 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4866, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

17. [20-0553](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4842 with Only Kindness, Inc., for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention services, in the amount of \$450,000, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with Only Kindness, Inc. for services provided under this Agreement 4842 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to the maximum contractual obligation, outlined in Agreement 4842, or as amended, so long as the term does not exceed the end date of the approved Fiscal Year (FY) 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4842, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

18. [20-0559](#)

Health and Human Services Agency (HHSA) recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement 4819 with Conduent Healthy Communities Corporation, for the provision of and technical support for the "Well Dorado" (www.welldorado.org <<http://www.welldorado.org>>) web-based platform, with a retroactive effective date starting January 1, 2020 through December 31, 2022, at the rate of \$30,500 for the first year, with the option to renew annually by mutual written consent;
- 2) Authorize the HHSA Director, or designee, to sign an submit an annual written notice to Conduent Health Communities Corporation to extend the term of Agreement 4819; and
- 3) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement 4819, including amendments which do not increase the allowable annual rate increase or change the term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: 1991 Public Health Realignment.

This matter was Approved on the Consent Calendar.

Supervisor Frentzen registered a No vote on section 1 of this matter as the Agreement is retroactive.

19. [20-0561](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4845 with EDCA Lifeskills, Inc., for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention services, in the amount of \$165,000, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that services can be contracted with EDCA Lifeskills, Inc. under this Agreement 4845 under criteria (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to the maximum contractual obligation, outlined in Agreement 4845, or as amended, so long as the term does not exceed the end date of the approved Fiscal Year (FY) 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4845, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

20. [20-0652](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4910 with Stanford Youth Solutions, Inc., doing business as Stanford Sierra Youth & Families, for the provision of a Mental Health Services Act (MHSA) project, funded by the MHSA Prevention and Early Intervention and MHSA Community Services and Support components, in the amount of \$825,000, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with Stanford Sierra Youth & Families for services provided under this Agreement 4910 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to the maximum contractual obligation, outlined in Agreement 4910, or as amended, so long as the term does not exceed the end date of the approved Fiscal Year (FY) 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4910, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

21. [20-0653](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4840 with Suicide Prevention Network, LTD, doing business in California as Suicide Prevention Network of Douglas County, for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention services, in the amount of \$180,000, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with Suicide Prevention Network of Douglas County for services provided under this Agreement 4840 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to the maximum obligation, outlined in Agreement 4840, or as amended, so long as the term does not exceed the end date of the approved Fiscal Year (FY) 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4840, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

22. [20-0669](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4915 with Tahoe Youth & Family Services, for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention services, in the amount of \$231,000, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with Tahoe Youth & Family Services for services provided under this Agreement 4915 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to maximum contractual obligation, outlined in Agreement 4915, or as amended, so long as the term does not exceed the end date of the approved Fiscal Year 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4915, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

23. [20-0670](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4916 with Infant Parent Center, for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention services, in the amount of \$900,000, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with Infant Parent Center for services provided under this Agreement 4916 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to maximum contractual obligation, outlined in Agreement 4916, or as amended, so long as the term does not exceed the end date of the Fiscal Year (FY) 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4916, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

24. [20-0671](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4917 with South Lake Tahoe Family Resource Center, for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention services, in the amount of \$405,450, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with South Lake Tahoe Family Resource Center for services provided under this Agreement 4917 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to maximum contractual obligation, outlined in Agreement 4917, or as amended, so long as the term does not exceed the end date of the Fiscal Year (FY) 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4917, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

25. [20-0672](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4907 with Stanford Youth Solutions, Inc, doing business as Stanford Sierra Youth & Families, for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention Prevention Wraparound services, in the amount of \$1,650,000, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with Stanford Sierra Youth & Families for services provided under this Agreement 4907 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to the maximum contractual obligation, outlined in Agreement 4907, or as amended, so long as the term does not exceed the end date of the approved Fiscal Year (FY) 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4907, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

26. [20-0674](#)

Health and Human Services Agency recommending the Board:

1) Approve and authorize the Chair to sign Amendment I to Agreement for Services 4271 with Sierra Child and Family Services, Inc., for the provision of student outreach and engagement centers and mental health supports, which increases the maximum contractual obligation by \$42,000 for a new maximum obligation of \$478,000 effective upon execution, with no change to the original term of October 22, 2019 through June 30, 2021;

2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with Sierra Child and Family Services, Inc., for services provided under this Agreement 4271 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;" and

3) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4271, including amendments which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: 100% State Funding: Mental Health Services Act Funding.

This matter was Approved on the Consent Calendar.

27. [20-0780](#)

Library Department recommending the Board approve the continuation of the following perpetual agreements for Fiscal Year 2020-2021 for a total amount of \$34,500;

1) Agreement 3094 with OCLC, Inc. for ongoing online cataloging in the amount of \$10,500:

2) Agreement 651 with CALIFA for public internet access in the amount of \$9,000; and

3) Agreement 2074 with TechLogic Corporation for maintenance and technical support for the automated materials handling system in the amount of \$15,000.

FUNDING: General Fund (45%), CSA10 (38%), Other (17%).

This matter was Approved on the Consent Calendar.

28. [20-0728](#)

Library Department recommending the Board:

- 1) Approve and authorize acceptance of a local assistance grant of \$107,510 from the California State Library, to be utilized for staff, supplies, travel and a mobile services vehicle to implement the Senior Mobile Outreach project; and
- 2) Authorize the Department Head to sign the Financial Claim and Grant Award Certification required to accept this grant funding for expenditures in FY 2020-21.

FUNDING: Bringing the Library to You: Mobile Library Solution grants from California State funding administered by the California State Library.

This matter was Approved on the Consent Calendar.

29. [20-0756](#)

Library Department recommending the Board:

- 1) Approve and authorize acceptance of a local assistance grant of \$132,643 from California State Library to be utilized for staffing, supplies, travel costs and a mobile services vehicle for the implementation of the Early Learning in the Neighborhood project;
- 2) Authorize the Department Head to sign the Financial Claim and Grant Award Certification required to accept this grant funding for expenditures in FY 2020-21;
- 3) Approve and authorize acceptance of funding from the LENA Foundation of \$25,634 to offset the costs of launching a LENA Start Site;
- 4) Authorize the Department Head to sign the LENA Foundation Launch Funds Acknowledgement (\$23,455) and the LENA Foundation VOQAL Launch Funds Acknowledgement (\$2,179); and
- 5) Authorize the Department Head to execute a perpetual agreement 4985 with the LENA Foundation for the one-time set up and first two years LENA start packages, training, and LENA devices as required by the grant for the promotion and measurement of language exchanges between children and their caregiver, for a total not to exceed \$19,900 after LENA funding is applied.

FUNDING: Shared Vision: Early Learning local assistance grant administered by the California State Library.

This matter was Approved on the Consent Calendar.

LAND USE AND DEVELOPMENT - CONSENT ITEMS

30. [20-0548](#) Air Quality Management District (AQMD) recommending the Board, acting as the AQMD Board of Directors, approve and authorize the Chair to sign Resolution **099-2020** adopting the Fiscal Year 2020-2021 recommended budget for the El Dorado County AQMD. (Cont. 5/19/2020, Item 28)

FUNDING: Permit revenues, State surcharge fees, Grants.

Resolution 099-2020 was Adopted upon Approval of the Consent Calendar.

31. [20-0718](#) Department of Transportation recommending the Board consider the following:
1) Approve and authorize the Chair to sign the Notice of Acceptance with Westcon Construction Corporation for the El Dorado Trail - Missouri Flat Road to El Dorado Project, Contract 2778, CIP 97014 / 36109003; and
2) Approve and authorize the Clerk of the Board to release the Payment and Performance Bonds to the Surety upon notification from the Department of Transportation, after the one-year guarantee period.

FUNDING: Accumulative Capital Outlay (<1%), Active Transportation Program (66%), Congestion Mitigation and Air Quality Program (25%), Air Quality Management District and Air Pollution Control District Grant (8%). (Federal Funds)

This matter was Approved on the Consent Calendar.

32. [20-0739](#) Department of Transportation recommending the Board approve and authorize the Chair to sign a budget transfer adjusting the budget for Fiscal Year 2019-20 to allow for the transfer of additional revenues in the Road District Tax account to the Road Fund.

FUNDING: Road District Tax Revenues.

This matter was Approved on the Consent Calendar.

33. [20-0747](#) Department of Transportation recommending the Board adopt and authorize the Chair to sign Resolution **103-2020** and the Local Agency Disadvantaged Business Enterprise Annual Submittal Form for Federal Fiscal Year 2020/21, and further to authorize the Department of Transportation to submit said Form to the California Department of Transportation.

FUNDING: N/A

Resolution 103-2020 was Adopted upon Approval of the Consent Calendar.

34. [20-0323](#) Department of Transportation recommending the Board adopt and authorize the Chair to sign Resolution **105-2020** authorizing the Director of Transportation to execute Program Supplemental Agreements, Federal Apportionment Exchange Program and State Match Program Agreements with the California Department of Transportation for Federal and/or State funded transportation projects.

FUNDING: Federal and/or State Funding.

Resolution 105-2020 was Adopted upon Approval of the Consent Calendar.

35. [20-0748](#) Department of Transportation recommending the Board consider the following pertaining to the Silver Springs Parkway Offsite (South Segment), CIP 76108/36105039, Contract 4076:
- 1) Approve and adopt the Plans and Contract Documents and authorize the Chair to sign the Plans; and
 - 2) Authorize advertisement for construction bids.

FUNDING: Road Fund/Discretionary (0.3%), TIM Zone 1-7 (11.7%), Developer Advance TIM Zone 1-7 (33.1%), Developer Funded (54.9%). (No Federal Funds)

This matter was Approved on the Consent Calendar.

36. [20-0444](#) Planning and Building Department, Planning Division, recommending the Board approve and authorize the Chair to sign amendments for two (2) Agreements for Services as follows:
- 1) Amendment V to Agreement for Services 510 with ICF Jones and Stokes, Inc. (ICF), increasing the maximum obligation by \$77,880.37 for a total not-to-exceed amount of \$653,307.38 to provide direct consultant services to the County for preparation of Environmental Impact Reports and planning consultation services for the Lime Rock Valley Specific Plan Project; extending the term of the Agreement for Services 510 for a further three years; updating the fee schedule and changing the Contract Administrator; and
 - 2) Amendment V to Agreement for Services 516 with ICF, increasing the maximum obligation by \$120,939.63 for a total not-to-exceed amount of \$716,196.64 to provide direct consultant services to the County for preparation of Environmental Impact Reports and planning consultation services for the Village of Marble Valley Specific Plan Project, extending the term of the Agreement for Services 516 for a further three years; updating the fee schedule and changing the Contract Administrator.
(Cont. 5/12/20, Item 14)

FUNDING: There is no change to Net County Cost associated with this item. No costs are to be incurred by the County. All costs are paid by the project applicant.

This matter was Approved on the Consent Calendar.

37. [20-0733](#) Planning and Building Department, Planning Division, Long Range Planning Unit, Housing, Community and Economic Development Program, recommending the Board:
- 1) Adopt and authorize the Chair to sign Resolution **096-2020** for the submittal of a 2020 Community Development Block Grant (CDBG) Program application to the State of California Department of Housing and Community Development to provide up to \$1,498,000 as funding for property acquisition required for affordable multifamily residential development; and
 - 2) If awarded, authorize the Director of the Planning and Building Department, or designee, contingent upon approval by County Counsel and Risk Management, to execute the grant agreement and subsequent amendments thereto that do not affect the dollar amount or the term and to sign other grant-related documents.

FUNDING: Federal Community Development Block Grant Funds.

This matter was Approved and Resolution 096-2020 was Adopted upon Approval of the Consent Calendar.

38. [20-0782](#)

Surveyor's Office recommending the Board: Adopt and authorize the Chair to sign Resolution **100-2020** for Abandonment of Easement 20-0003, Montgomery Developers, Co-Partnership By: Sunrise Builders, A California Corporation; David D. Bohannon Organization, A California Corporation; By: Pacific Highlands Inc. A California Corporation, recorded in Book D of Subdivisions at Page 57, identified as Assessor's Parcel Number 025-754-001, 025-754-002 and 025-754-003, within the community of South Lake Tahoe, Supervisorial District 5.

FUNDING: Application Fees (General Fund).

Resolution 100-2020 was Adopted upon Approval of the Consent Calendar.

LAW AND JUSTICE - CONSENT ITEMS

39. [20-0736](#) District Attorney recommending the Board approve and authorize the continuation of perpetual agreements and software licenses with the following:
- 1) State of California Department of Justice, Agreement 01-098-01(Contract 276, 139-S0611) Amendment II, for laboratory analysis at an estimated annual amount of \$36,000;
 - 2) Accurint, Agreement 998 (581-S1210), to conduct public and commercial database searches for attorneys and investigators, at an estimated annual amount of \$10,080;
 - 3) Lexipol, LLC, Agreement 87 (043-S1611), Amendment III for policy manual update guidance based on the latest changes in federal and state statutes, regulations, best practices and case law for the estimated annual amount of \$2,917;
 - 4) TransUnion Risk and Alternative Data Solutions, Inc., Agreement 139, for a TLOXP access subscription for the purpose of investigative research in the estimated annual amount of \$2,040;
 - 5) Vidanyx, Agreement 3757, for the provision of a cloud-based child advocacy center video management software subscription in the annual estimated amount of \$3,259.40; and
 - 6) Children's Advocacy Centers of California (CACC), Agreement 4071, for the ongoing support of Collaborate Case Tracking Software by Network Ninja for the Child Advocacy Center's required case tracking program.

FUNDING: General Fund and Non-General Fund / Children's Advocacy Centers of California / California Office of Emergency Services Grant Award.

This matter was Approved on the Consent Calendar.

40. [20-0766](#) District Attorney recommending the Board approve and authorize the Chair to sign Resolution **101-2020** authorizing the District Attorney to execute Standard Agreement S20-010 and Certification with California Victim Compensation Board for the continued oversight and management of the Funeral Burial/Domestic Violence Revolving Fund for the term beginning July 1, 2020 through June 30, 2023.

FUNDING: Funeral Burial/Domestic Violence Revolving Fund (California Victim Compensation Board Restitution Fund).

Resolution 101-2020 was Adopted upon Approval of the Consent Calendar.

41. [20-0796](#)

Sheriff's Office recommending the Board approve the following:

- 1) Authorize an exemption from competitive bidding pursuant to County Ordinance Code section 3.12.160 D and allow the use of a competitive bid for HGACBuy Contract RA05-18 for the purchase of radios through Motorola;
- 2) Authorize the Purchasing Agent to issue a purchase order in the amount of \$405,580 plus applicable taxes and fees for the purchase of radios included in the Sheriff's Office FY19/20 budget;
- 3) Authorize the Purchasing Agent to extend the term of the agreement to coincide with any extensions HGACBuy provides to the state for Contract RA05-18; and
- 4) Authorize the Purchasing Agent to increase the purchase order on an "as needed" basis during the awarded period as long as funding is available within the requesting department's budget.

FUNDING: General Fund/State Funding.

This matter was Approved on the Consent Calendar.

END CONSENT CALENDAR

DEPARTMENT MATTERS (Items in this category may be called at any time)

42. [20-0526](#) Chief Administrative Office recommending the Board receive an update from County Departments on the operational impacts of COVID-19. (Cont. 5/19/2020, Item 22)

FUNDING: N/A

Public Comment: A. Nevis

The Board received an update from County Departments on the operational impacts of COVID-19.

43. [19-1782](#) Department of Agriculture, Weights and Measures recommending the Board adopt and authorize the Chair to sign Resolution **104-2020** establishing protocol for a Conservation Easement Program for El Dorado County.

Public Comment: L. Brent-Bumb

A motion was made by Supervisor Veerkamp, seconded by Supervisor Hidaahl to Adopt Resolution 104-2020.

Yes: 5 - Veerkamp, Frentzen, Novasel, Hidaahl and Parlin

10:00 A.M. - TIME ALLOCATION (Items will not be heard prior to the time stated)

44. [20-0706](#) HEARING - Environmental Management Department recommending the Board consider the following regarding the solid waste collection rates for Tahoe Truckee Sierra Disposal Co., doing business as Tahoe Truckee Sierra Disposal:
- 1) Based on the analysis completed by staff, find that a 1.0% increase to the existing rates be in accordance with the interim year rate setting process as outlined in the Solid Waste Rate Setting Policies and Procedures Manual; and
 - 2) Adopt and authorize the Chair to sign Resolution **102-2020** adjusting the solid waste collection rates for the Tahoe Truckee Sierra Disposal Co. area by 1.0% for the 2020 interim year to become effective July 1, 2020.

FUNDING: User Fees/Franchise Fees

Public Comment: K. Payne

Supervisor Veerkamp opened the public hearing and after public comment and staff input closed the hearing.

A motion was made by Supervisor Novasel, seconded by Supervisor Hidaahl to Approve this matter and Adopt Resolution 102-2020.

Yes: 5 - Veerkamp, Frentzen, Novasel, Hidaahl and Parlin

45. [20-0654](#) HEARING - Auditor-Controller recommending the Board adopt and authorize the Chair to sign Resolution **098-2020** for the Appropriations Limit for Fiscal Year 2020-21.

FUNDING: N/A

Supervisor Veerkamp opened the public hearing and after public comment and staff input closed the hearing.

A motion was made by Supervisor Frentzen, seconded by Supervisor Novasel to Adopt Resolution 098-2020.

Yes: 5 - Veerkamp, Frentzen, Novasel, Hidahl and Parlin

46. [20-0468](#) Department of Agriculture, Weights, and Measures recommending the Board:

1) Receive a presentation and update on Hemp for El Dorado County permits issued through California Department of Food and Agriculture; and

2) Provide feedback and/or direction to staff on the Hemp program.

Public Comment: C. Labbitt, K. Payne, D. Schaffer, R. Miller, P. Boggs

A motion was made by Supervisor Frentzen, seconded by Supervisor Veerkamp to:

1) Receive and file a presentation and update on Hemp for El Dorado County permits issued through the California Department of Food and Agriculture;

2) Establish a Hemp Program Ad Hoc Committee with Supervisors Parlin and Hidahl as Members and Supervisor Novasel as an Alternate; and

3) Direct the Department of Agriculture, Weights and Measures, the Sheriff and the Hemp Program Ad Hoc Committee to return to the Board for further direction.

Yes: 5 - Veerkamp, Frentzen, Novasel, Hidahl and Parlin

11:00 A.M. - TIME ALLOCATION (Items will not be heard prior to the time stated)

47. [20-0154](#) Department of Agriculture, Weights, and Measurers recommending the Board receive and file a presentation from the University of California Cooperative Extension on Forestry and fire extension efforts in the Central Sierra - Responding to local needs.

Public Comment: K. Payne

The Board received a presentation from the University of California Cooperative Extension on Forestry and fire extension efforts in the Central Sierra.

1:00 P.M. - TIME ALLOCATION (Items will not be heard prior to the time stated)

48. [20-0742](#) Planning and Building Department, Economic Development Division, recommending the Board:
- 1) Receive a presentation from Barry Broome, President and CEO for Greater Sacramento Economic Council on achievements and the County's return on investment for Fiscal Year (FY) 2019-20; and
 - 2) Provide direction to Staff on renewal of an Agreement with Greater Sacramento Economic Council for FY 2020-21 in an amount not to exceed \$63,252.

FUNDING: N/A

Public Comment: K. Payne

A motion was made by Supervisor Novasel, seconded by Supervisor Hidaahl to:

- 1) Receive and file a presentation from the Greater Sacramento Economic Council on achievements and the County's return on investment for Fiscal Year 2019-20; and
- 2) Direct staff to return to the Board on or before July 28, 2020 with a presentation on Transient Occupancy Tax which would include a discussion regarding the Agreement with Greater Sacramento Economic Council for Fiscal Year 2020-21.

Yes: 5 - Veerkamp, Frentzen, Novasel, Hidaahl and Parlin

49. [20-0723](#)

HEARING - Department of Transportation recommending the Board adopt and authorize the Chair to sign Resolution **095-2020** for the 2020 Traffic Impact Mitigation Fee Schedule Annual Update.

FUNDING: Traffic Impact Mitigation Fee Program.

Public Comment: J. Short

Supervisor Veerkamp opened the public hearing and after public comment and staff input closed the hearing.

A motion was made by Supervisor Veerkamp, seconded by Supervisor Novasel to Adopt Resolution 095-2020.

Yes: 5 - Veerkamp, Frentzen, Novasel, Hidahl and Parlin

2:00 P.M. - TIME ALLOCATION (Items will not be heard prior to the time stated)

50. [20-0530](#)

Department of Transportation recommending the Board:

- 1) Adopt and authorize the Chair to sign Resolution **094-2020** certifying the Addendum to the Final Environmental Impact Report for the Missouri Flat Area Master Circulation & Funding Plan (MC&FP EIR) (El Dorado County 1998), State Clearinghouse 97092074; and
- 2) Approve the MC&FP Phase II, including the changes to the previously-approved roadway projects, the addition of the Phase II roadway improvement projects, the modifications to the Missouri Flat Road interchange, and the draft Public Facilities Financing Plan for the MC&FP Phase II.

FUNDING: Missouri Flat Master Circulation and Financing Plan Phase II Funds.

Public Comment: A. Nevis, L. Brent-Bumb, K. Payne

A motion was made by Supervisor Parlin, seconded by Supervisor Hidahl to Adopt Resolution 094-2020 certifying the Addendum to the Final Environmental Impact Report for the Missouri Flat Area Master Circulation & Funding Plan.

Motion passes by a 5-0 vote.

Yes: 5 - Veerkamp, Frentzen, Novasel, Hidahl and Parlin

A motion was made by Supervisor Veerkamp, seconded by Supervisor Novasel to Approve the MC&FP Phase II, including the changes to the previously-approved roadway projects, the addition of the Phase II roadway improvement projects, the modifications to the Missouri Flat Road interchange, and the draft Public Facilities Financing Plan for the MC&FP Phase II.

Motion failed.

Yes: 2 - Veerkamp and Novasel

Noes: 3 - Frentzen, Hidahl and Parlin

A motion was made by Supervisor Parlin, seconded by Supervisor Frentzen to Deny the MC&FP Phase II, including the changes to the previously-approved roadway projects, the addition of the Phase II roadway improvement projects, the modifications to the Missouri Flat Road interchange, and the draft Public Facilities Financing Plan for the MC&FP Phase II.

Motion failed.

Yes: 2 - Frentzen and Parlin

Noes: 3 - Veerkamp, Novasel and Hidahl

A motion was made by Supervisor Frentzen to Approve the MC&FP Phase II, including the changes to the previously-approved roadway projects, the addition of the Phase II roadway improvement projects, the modifications to the Missouri Flat Road interchange, and the draft Public Facilities Financing Plan for the MC&FP Phase II per the following stipulations:

- 1) Continue to fund MC&FP Phase I improvements by 85 percent of the County General Fund's incremental property and sales tax revenues stemming from new retail/commercial development in the Project area; and
- 2) MC&FP Phase II improvements funding to be reduced to 40 percent of the County General Fund's incremental property and sales tax revenues stemming from new retail/commercial development in the Project area.

Motion failed for lack of a second.

A motion was made by Supervisor Hidahl, seconded by Supervisor Veerkamp to Approve the MC&FP Phase II, including the changes to the previously-approved roadway projects, the addition of the Phase II roadway improvement projects, the modifications to the Missouri Flat Road interchange, and the draft Public Facilities Financing Plan for the MC&FP Phase II per the following stipulations:

- 1) Continue to fund MC&FP Phase I improvements by 85 percent of the County General Fund's incremental property and sales tax revenues stemming from new retail/commercial development in the Project area; and
- 2) MC&FP Phase II improvements funding to be reduced to 50 percent of the County General Fund's incremental property and sales tax revenues stemming from new retail/commercial development in the Project area.

Motion passes by a 3-2 vote.

Yes: 3 - Veerkamp, Novasel and Hidahl

Noes: 2 - Frentzen and Parlin

ITEMS TO/FROM SUPERVISORS

Supervisor Parlin reported on the following:

Water Agency logo meeting.
Planning Commissioner meeting.
Cannabis update.
Director of Transportation meeting.
Tax Payers Association meeting.
Shoo Fly Road defensible space project.
Ad Hoc Fire meeting.
Ad Hoc Emergency Housing meeting.
Rural County Representatives of California meeting.
Golden State Finance meeting.
Supervisor Frentzen and Department of Transportation meeting.
Budget Ad Hoc meeting.
Human Rights Commissioner meetings.
Long Range Planning staff meeting.
Director of Health and Human Services Agency meeting.
Director of Environmental Management meeting.
Special Board meeting.

Supervisor Novasel reported on the following:

Vacation Home Rental town hall meeting.
Transportation District meeting.
Two by Two with South Lake Tahoe.
Tahoe Conservancy Board meeting.
Tahoe Regional Planning Agency meeting.

Supervisor Frentzen reported on the following:

Special Board meeting.
Broadband meeting.
Director of Transportation meeting.
CalTrans annual meeting.
Local Agency Formation Commission legislative meeting.
Water Agency meeting.

Supervisor Hidahl reported on the following:

Federal Emergency Management Agency crisis meeting.
California State Association of Counties rural caucus meeting.
California Office of Emergency Services special briefing.
Fair Board discussion.
El Dorado Hills Area Planning Advisory Committee meeting.
Director of Environmental Management meeting.
California Office of Emergency Services regional meeting.
Homelessness working group meeting.
COVID-19 discussion.
Special Board meeting.

Supervisor Veerkamp reported on the following:

Water Agency meeting.
Fair Board meeting.
Service Area 7 meeting.
Agenda Review.
Fire/Emergency Medical Services meeting.

CalTrans annual meeting.
Ad Hoc Housing meeting.
CCI grant kick off meeting.
COVID-19 meeting.
Two by Two with South Lake Tahoe.
Budget Ad Hoc meeting.
Sacramento Area Council of Governments meeting.
Special Board meeting.
Transportation meeting.

CAO UPDATE

Don Ashton, Chief Administrative Officer, reported on the following:
Two by Two with South Lake Tahoe.
Budget Ad Hoc meeting.

ADJOURNED AT 4:37 P.M.

CLOSED SESSION

51. [20-0754](#) **Pursuant to Government Code Section 54957.6 - Conference with Labor Negotiator:** County Negotiator: Director of Human Resources and/or designee. Employee organizations: El Dorado County Employees' Association representing employees in the Supervisory, Professional, and General Bargaining Units; El Dorado County Probation Officers Association; El Dorado County Deputy Sheriffs' Association representing employees in the Law Enforcement Unit; and El Dorado County Criminal Attorneys' Association. (Est. Time: 10 Min.)

No Action Reported. All five Supervisors participated.

52. [20-0806](#) **Pursuant to Government Code Section 54956.8 - Conference with Real Property Negotiator:** Instructions to its negotiator regarding the real property described as: Properties: 1) 515 Main Street, Placerville, CA (APN 002-151-02-100; APN 002-151-18-1 00); 2) 525 Main Street, Placerville, CA (APN 002-151-03-100). County Negotiator: Don Ashton, Chief Administrative Officer, successor or designee. Negotiating Parties: City Manager for City of Placerville, successor or designee; Jill G. Kearney, President, El Dorado County Historical Society, successor or designee. Under Negotiation: Price and terms of payment for sale or lease. (Est. Time: 10 Min.)

No Action Reported. All five Supervisors participated.

53. [20-0822](#) **Conference with Legal Counsel - Initiation of Litigation** pursuant to Government Code Section 54956.9(d)(4). Number of potential cases: (1). (Est. Time: 15 Min.)

No Action Reported. All five Supervisors participated.

54. [20-0826](#) **Conference with Legal Counsel - Existing Litigation** pursuant to Government Code Section 54956.9(d)(1). Title: Rural Communities United v. County of El Dorado, et al. (Case No. PC20170536), Number of potential cases: (1). (Est. Time: 15 Min.)

All five Supervisors participated. By a 5-0 vote, the Board of Supervisors authorized the filing of appeal and/or cross appeal in the matter of Rural Communities United v. County of El Dorado case number PC20170536.

On August 19, 2003, the Board adopted the following protocol: It is a requirement that all speakers, County staff and the public, when approaching the podium to make a visual presentation to the Board of Supervisors, must provide the Clerk with the appropriate number of hard copies of the presentation for Board members and the audience.

ADDENDUM

GENERAL GOVERNMENT - CONSENT ITEMS

55. [20-0805](#) Chief Administrative Office recommending the Board decline to authorize the issuance of Tax and Revenue Anticipation Notes ("TRANS") on behalf of various school districts, thus allowing those school districts to issue such TRANS in their own name.

FUNDING: N/A

This matter was Approved on the Consent Calendar.



County of El Dorado

Minutes - Final Board of Supervisors

Brian K. Veerkamp, Chair, District III
John Hidahl, First Vice Chair, District I
Lori Parlin, Second Vice Chair, District IV
Shiva Frentzen, District II
Sue Novasel, District V

Kim Dawson, Clerk of the Board of Supervisors
Don Ashton, Chief Administrative Officer
David Livingston, County Counsel

21-CDBG-HK-00098
Page 77 of 167

Board of Supervisors
Department
330 Fair Lane, Building A
Placerville, California
530-621-5390
FAX 530-622-3645
www.edcgov.us/bos

Tuesday, June 23, 2020

8:00 AM

VIRTUALLY - See Below

ADDENDUM

Item 55 is hereby added to the Consent Calendar.

PUBLIC PARTICIPATION INSTRUCTIONS: To comply with physical distancing requirements and the stay at home order from the Governor, the Board Chambers will be closed to members of the public and all public participation will be handled remotely.

The public should call into 530-621-7603 or 530-621-7610. The Meeting ID is 912 3869 4584.

To observe the live stream of the Board of Supervisors meeting go to <https://zoom.us/j/91238694584>. If you are joining the meeting via zoom and wish to make a comment on an item, press the "raise a hand" button. If you are joining the meeting by phone, press *9 to indicate a desire to make a comment. The clerk will call you by the last three digits of your phone number when it is your turn to speak. Speakers will be limited to 3 minutes.

To view Board of Supervisors meetings via Facebook Live, go to <https://www.facebook.com/EIDoradoCountyNews>. Please note the Board will not be using this function and therefore will not see any comments posted during the livestream.

By participating in this meeting, you acknowledge that you are being recorded.

If you choose not to observe the Board of Supervisors meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 4:00 p.m. on the Monday prior to the Board meeting. Please submit your comment to the Clerk of the Board at edc.cob@edcgov.us. Your comment will be placed into the record and forwarded to the Board of Supervisors.

The Clerk of the Board is here to assist you, please call 530-621-5390 if you need any assistance with the above directions to access the meeting.

Vision Statement

**Safe, healthy and vibrant communities, respecting our natural resources
and historical heritage**

This institution is an equal opportunity provider and employer.

Live Web Streaming and archiving of most Board of Supervisors meeting videos, all meeting agendas, supplemental materials and meeting minutes are available on the internet at:
<http://eldorado.legistar.com/Calendar.aspx>

The County of El Dorado is committed to ensuring that persons with disabilities are provided the resources to participate in its public meetings. Please contact the office of the Clerk of the Board if you require accommodation at 530-621-5390 or via email, edc.cob@edcgov.us, preferably no less than 24 hours in advance of the meeting.

The Board of Supervisors is concerned that written information submitted to the Board the day of the Board meeting may not receive the attention it deserves. The Board Clerk cannot guarantee that any FAX, email, or mail received the day of the meeting will be delivered to the Board prior to action on the subject matter.

The Board meets simultaneously as the Board of Supervisors and the Board of Directors of the Air Quality Management District, In-Home Supportive Services, Public Housing Authority, Redevelopment Agency and other Special Districts.

For Purposes of the Brown Act § 54954.2 (a), the numbered items on this Agenda give a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.

Materials related to an item on this Agenda submitted to the Board of Supervisors after distribution of the agenda packet are available for inspection during normal business hours in the public viewing packet located in Building A, 330 Fair Lane, Placerville or in the Board Clerk's Office located at the same address. Such documents are also available on the Board of Supervisors' Meeting Agenda webpage subject to staff's ability to post the documents before the meeting.

PROTOCOLS FOR PUBLIC COMMENT

Public comment will be received at designated periods as called by the Board Chair.

Public comment on items scheduled for Closed Session will be received before the Board recesses to Closed Session.

Except with the consent of the Board, individuals shall be allowed to speak to an item only once.

On December 5, 2017, the Board adopted the following protocol relative to public comment periods. The Board adopted minor revisions to the protocol on February 26, 2019, incorporated herein:

Time for public input will be provided at every Board of Supervisors meeting. Individuals will have three minutes to address the Board. Individuals authorized by organizations will have three minutes to present organizational positions and perspectives and may request additional time, up to five minutes. At the discretion of the Board, time to speak by any individual may be extended.

Public comment on certain agenda items designated and approved by the Board may be treated differently with specific time limits per speaker or a limit on the total amount of time designated for public comment. It is the intent of the Board that quasi-judicial matters have additional flexibility depending upon the nature of the issue. It is the practice of the Board to allocate 20 minutes for public comment during Open Forum and for each agenda item to be discussed. (Note: Unless designated on the agenda, there is no Open Forum period during Special Meetings.)

Individual Board members may ask clarifying questions but will not engage in substantive dialogue with persons providing input to the Board.

If a person providing input to the Board creates a disruption by refusing to follow Board guidelines, the Chair of the Board may take the following actions:

- Step 1. Request the person adhere to Board guidelines. If the person refuses, the Chair may turn off the speaker's microphone.
- Step 2. If the disruption continues, the Chair may order a recess of the Board meeting.
- Step 3. If the disruption continues, the Chair may order the removal of the person from the Board meeting.

8:00 A.M. - CALLED TO ORDER AND RECESSED TO CLOSED SESSION

Public Comment on Closed Session: K. Payne

Present: 5 - Supervisor Veerkamp, Supervisor Frentzen, Supervisor Novasel, Supervisor Hidahl and Supervisor Parlin

9:03 A.M. - RECONVENED TO OPEN SESSION AND CLOSED SESSION REPORTS

Present: 5 - Supervisor Veerkamp, Supervisor Frentzen, Supervisor Novasel, Supervisor Hidahl and Supervisor Parlin

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

**Pastor David Cooke of the Cold Springs Community Church gave the Invocation.
Supervisor Veerkamp led the Pledge of Allegiance to the Flag.**

ADOPTION OF THE AGENDA AND APPROVAL OF CONSENT CALENDAR

Public Comment: K. Payne, M. Lane

**A motion was made by Supervisor Hidahl, seconded by Supervisor Novasel to Adopt the Agenda and Approve the Consent Calendar with the following change:
Supervisor Frentzen registered a No vote on item 18 section 1 due to Agreement being retroactive.**

Yes: 5 - Veerkamp, Frentzen, Novasel, Hidahl and Parlin

The Board may make any necessary additions, deletions or corrections to the agenda including moving items to or from the Consent Calendar and adopt the agenda and the Consent Calendar with one single vote. A Board member may request an item be removed from the Consent Calendar for discussion and separate Board action. At the appropriate time as called by the Board Chair, members of the public may make a comment on matters on the Consent Calendar prior to Board action.

OPEN FORUM

Public Comment: A. Nevis, M. Lane, K. Payne, J. Gainsborough, K. Greenwood

[20-0846](#)

Open Forum (See Attachment)

Open Forum is an opportunity for members of the public to address the Board of Supervisors on subject matter that is not on their meeting agenda and within their jurisdiction. Public comments during Open Forum are limited to three minutes per person. Individuals authorized by organizations will have three minutes to present organizational positions and perspectives and may request additional time, up to five minutes. The total amount of time reserved for Open Forum is 20 Minutes.

CONSENT CALENDAR

1. [20-0779](#) Clerk of the Board recommending the Board Approve the Minutes from the regular meeting of the Board on June 9, 2020.

This matter was Approved on the Consent Calendar.

GENERAL GOVERNMENT - CONSENT ITEMS

2. [20-0760](#) Chief Administrative Office recommending the Board adopt Policy A-23, titled "Grant Funding for Novel Coronavirus Pandemic Public Health Emergency."

FUNDING: N/A

This matter was Approved on the Consent Calendar.

3. [20-0765](#) Chief Administrative Office recommending the Board adopt and authorize the Chair to sign Resolution **106-2020** approving the Authorized Personnel Allocation Resolution, with the personnel allocation schedule included by reference as Exhibit A to the Resolution, based on the Board approved Fiscal Year 2020-21 Recommended Budget and incorporating title and allocation changes, approved by the Board of Supervisors or made pursuant to Personnel Rules, subsequent to the development of the Recommended Budget.

FUNDING: Countywide Budget.

Resolution 106-2020 was Adopted upon Approval of the Consent Calendar.

4. [20-0770](#)

Chief Administrative Office, Airports Division, recommending the Board take the following actions:

- 1) Approve and authorize the Chief Administrative Office to reallocate funds from the Placerville Airport Enterprise Fund balance to Fixed Assets, as outlined in Attachment A, for Fiscal Year (FY) 2020-21 to enable the purchase of a M4000 Self-Serve Fuel Terminal to replace the current M3000 Self-Serve Fuel Terminal at the Placerville Airport, add the item to the approved fixed asset list for the FY 20-2021 budget, and authorize the Department to purchase the Fixed Asset prior to adoption of the Final Budget;
- 2) Find that, in accordance with County Procurement Policy Section 5.9 (b) that the unique nature of the property or services required precludes competitive bidding;
- 3) Find that, in accordance with County Procurement Policy Section 5.9 (c) that competitive bidding would produce no economic benefit to the County;
- 4) Approve a Property Transfer Request to allow the M3000 Self-Serve Fuel Terminal to be used as a trade-in for the new M4000 Self-Serve Fuel Terminal;
- 5) Approve the initiation of a perpetual subscription service agreement with QTPod, LLC, and authorize the Chair to sign the agreement;
- 6) Approve the initiation of a perpetual agreement (Gateway Agreement for Government Entities) with U.S. Bank National Association and authorize the Chair to sign the agreement; and
- 7) Authorize the Purchasing Agent to establish change orders in FENIX to add funds to the subscription service agreement with QTPod, LLC as necessary to process associated payments for FY 2020-21.

FUNDING: Placerville Airport Enterprise Fund.

This matter was Approved on the Consent Calendar.

5. [20-0623](#) Chief Administrative Office, Facilities Division, recommending the Board:
- 1) Authorize the Purchasing Agent to sign Amendment II to Agreement for Services 2841/212-S1810 with Pride Industries One, Inc. to increase compensation by \$200,000 for an amended not-to-exceed amount of \$270,000 to provide on-call and emergency maintenance and repair services at various County operated locations; and
 - 2) Make findings pursuant to Article II, Section 210b(6) of the El Dorado County Charter and 3.13.030 Section C of County Ordinance 5116 that the ongoing aggregate of the work performed under this Agreement is temporary or occasional in nature and the work to be performed is not sufficient to warrant the addition of permanent staff.

FUNDING: Accumulated Capital Outlay Fund, General Fund, COVID-19 Funds.

This matter was Approved on the Consent Calendar.

6. [20-0405](#) Chief Administrative Office, Parks Division, requesting the Board do the following in regards to the Monroe Trail Project:
- 1) Approve the project as identified in the 2012 Parks and Trails Master Plan and the 2014 Henningsen Lotus Park Conceptual Master Plan; and
 - 2) Authorize the Chief Administrative Office to amend the Fiscal Year 2020-21 Recommended Budget in the amount of \$40,000, allocating \$40,000 from the El Dorado - SMUD Cooperation Agreement Special Revenue Fund to the Chief Administrative Office, Facilities Division for the project during the Adopted Budget revision process.

FUNDING: SMUD Agreement.

This matter was Approved on the Consent Calendar.

7. [20-0420](#) Chief Administrative Office, Parks Division recommending the Board of Supervisors conceptually approve the use of \$126,818 for consultant services for a site assessment, public outreach, and a feasibility study for the Chili Bar site.

FUNDING: SMUD Agreement Funds

This matter was Approved on the Consent Calendar.

8. [20-0568](#) Chief Administrative Office, Parks Division, recommending the Board approve a one year extension for the implementation of the refinement of the Institutional User Group Designation as identified in the 2018 River Management Plan (Page 13), adopted February 13, 2018, which would extend the implementation requirements for institutional groups until February 13, 2022.

FUNDING: N/A

This matter was Approved on the Consent Calendar.

9. [20-0717](#) Chief Administrative Office, Procurement and Contracts Division, and Information Technology Department recommending the Board:
- 1) Waive formal bid requirements in accordance Purchasing Ordinance 3.12.160, exemptions from competitive process, Section D;
 - 2) Authorize the Purchasing Agent to utilize the State of California's competitively bid Contract 1-17-70-05A, Supplement 7 for the acquisition of Dell Monitors for use by all County Departments;
 - 3) Authorized the Purchasing Agent to extend for one additional year and increase FENIX Contract 3942 for the countywide purchase of monitors by \$51,000, bringing the contract value to \$150,000 and the contract term through 6/30/2021; and
 - 4) Authorize the Purchasing Agent to increase the purchase order contract on an "as needed" basis during the awarded period as long as funding is available within the requesting department's budget.

FUNDING: Various - General Fund and Non-General Fund.

This matter was Approved on the Consent Calendar.

10. [20-0740](#) Clerk of the Board, based upon the recommendation of the El Dorado County Child Abuse Prevention Council, recommending the Board made the following reappointments to the El Dorado County Child Abuse Prevention Council:
- 1) Reappoint Sheryce M. Allendorf, Community Based Organization, Term 7/1/2020 to 6/30/2022.
 - 2) Reappoint Carolyn Barla, Community Based Organization, Term 7/1/2020 to 6/30/2022.
 - 3) Reappoint Daniel Johnson, Criminal Justice Representative, Term 7/1/2020 to 6/30/2022.
 - 4) Reappoint Betsy Vanderpool, Community Based Organization, Term 7/1/2020 to 6/30/2022.

This matter was Approved on the Consent Calendar.

11. [20-0680](#) Human Resources Department recommending the Board authorize continuation of the current perpetual Agreement 886 with GovernmentJobs.com, Inc., doing business as Neogov, for the ongoing maintenance of the County-wide applicant tracking license, subscription to GovernmentJobs.com website, background check integration and performance evaluation for the period of July 1, 2020 through June 30, 2021. Estimated costs for the year \$63,007.47.

FUNDING: General Fund.

This matter was Approved on the Consent Calendar.

12. [20-0763](#) Human Resources Department recommending the Board approve the following:
- 1) Revised class specification for the Human Resources Department: Human Resources Technician; and
 - 2) Adopt and authorize the Chair to sign Resolution **097-2020** to:
 - a) Approve the title change from Supervising Code Enforcement Officer to Code Enforcement Supervisor, effective July 4, 2020; and
 - b) Approve the title change from Emergency Medical Services and Emergency Preparedness Coordinator to Emergency Medical Services and Emergency Preparedness Supervisor, effective July 4, 2020.

FUNDING: N/A

This matter was Approved and Resolution 097-2020 was Adopted upon Approval of the Consent Calendar.

HEALTH AND HUMAN SERVICES - CONSENT ITEMS

13. [19-1437](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Funding Out Agreement 4675 with Marshall Medical Center, to support the operation of the County Medical Services Program Pilot Project grant, effective upon execution through 06/30/2021 with a maximum funding amount of \$135,000;
- 2) Make findings in accordance with County Ordinance 3.13.030 that provision of such services provided by Marshall Medical Center is appropriate C) due to limited time frames, temporary nature, and schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff; and
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute further documents relating to Funding Out Agreement 4675, including amendments which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State funding administered by the County Medical Services Program.

This matter was Approved on the Consent Calendar.

14. [20-0347](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4738 with Psynergy Programs, Inc. for the provision of adult residential facility services, in the amount of \$450,000, for the term of July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with Psynergy Programs, Inc. for services provided under this Agreement 4738 because (B) "Specialty skills and qualifications not expressly identified in County classifications are involved in the performance of the work;" and
- 3) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4738 including amendments which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: Federal and State Funding: 50% Federal Short Doyle Medi-Cal; 50% 1991 or 2011 State Realignment.

This matter was Approved on the Consent Calendar.

15. [20-0528](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4838 with Foothill Indian Education Alliance, Inc., for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services, in the amount of \$377,250, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with Foothill Indian Education Alliance, Inc. for services provided under this Agreement 4838 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to the maximum contractual obligation, outlined in Agreement 4838, or as amended, so long as the term does not exceed the end date of the approved Fiscal Year (FY) 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4838, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

16. [20-0542](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4866 with EDCA Lifeskills, Inc., for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention services, in the amount of \$90,000, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with EDCA Lifeskills, Inc. for services provided under this Agreement 4866 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to maximum contractual obligation, outlined in Agreement 4866, or as amended, so long as the term does not exceed the end date of the approved Fiscal Year (FY) 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4866, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

17. [20-0553](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4842 with Only Kindness, Inc., for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention services, in the amount of \$450,000, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with Only Kindness, Inc. for services provided under this Agreement 4842 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to the maximum contractual obligation, outlined in Agreement 4842, or as amended, so long as the term does not exceed the end date of the approved Fiscal Year (FY) 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4842, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

18. [20-0559](#)

Health and Human Services Agency (HHSA) recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement 4819 with Conduent Healthy Communities Corporation, for the provision of and technical support for the "Well Dorado" (www.welldorado.org <<http://www.welldorado.org>>) web-based platform, with a retroactive effective date starting January 1, 2020 through December 31, 2022, at the rate of \$30,500 for the first year, with the option to renew annually by mutual written consent;
- 2) Authorize the HHSA Director, or designee, to sign an submit an annual written notice to Conduent Health Communities Corporation to extend the term of Agreement 4819; and
- 3) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement 4819, including amendments which do not increase the allowable annual rate increase or change the term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: 1991 Public Health Realignment.

This matter was Approved on the Consent Calendar.

Supervisor Frentzen registered a No vote on section 1 of this matter as the Agreement is retroactive.

19. [20-0561](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4845 with EDCA Lifeskills, Inc., for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention services, in the amount of \$165,000, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that services can be contracted with EDCA Lifeskills, Inc. under this Agreement 4845 under criteria (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to the maximum contractual obligation, outlined in Agreement 4845, or as amended, so long as the term does not exceed the end date of the approved Fiscal Year (FY) 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4845, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

20. [20-0652](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4910 with Stanford Youth Solutions, Inc., doing business as Stanford Sierra Youth & Families, for the provision of a Mental Health Services Act (MHSA) project, funded by the MHSA Prevention and Early Intervention and MHSA Community Services and Support components, in the amount of \$825,000, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with Stanford Sierra Youth & Families for services provided under this Agreement 4910 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to the maximum contractual obligation, outlined in Agreement 4910, or as amended, so long as the term does not exceed the end date of the approved Fiscal Year (FY) 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4910, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

21. [20-0653](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4840 with Suicide Prevention Network, LTD, doing business in California as Suicide Prevention Network of Douglas County, for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention services, in the amount of \$180,000, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with Suicide Prevention Network of Douglas County for services provided under this Agreement 4840 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to the maximum obligation, outlined in Agreement 4840, or as amended, so long as the term does not exceed the end date of the approved Fiscal Year (FY) 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4840, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

22. [20-0669](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4915 with Tahoe Youth & Family Services, for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention services, in the amount of \$231,000, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with Tahoe Youth & Family Services for services provided under this Agreement 4915 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to maximum contractual obligation, outlined in Agreement 4915, or as amended, so long as the term does not exceed the end date of the approved Fiscal Year 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4915, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

23. [20-0670](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4916 with Infant Parent Center, for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention services, in the amount of \$900,000, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with Infant Parent Center for services provided under this Agreement 4916 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to maximum contractual obligation, outlined in Agreement 4916, or as amended, so long as the term does not exceed the end date of the Fiscal Year (FY) 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4916, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

24. [20-0671](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4917 with South Lake Tahoe Family Resource Center, for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention services, in the amount of \$405,450, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with South Lake Tahoe Family Resource Center for services provided under this Agreement 4917 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to maximum contractual obligation, outlined in Agreement 4917, or as amended, so long as the term does not exceed the end date of the Fiscal Year (FY) 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4917, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

25. [20-0672](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Agreement for Services 4907 with Stanford Youth Solutions, Inc, doing business as Stanford Sierra Youth & Families, for the provision of Mental Health Services Act (MHSA) Prevention and Early Intervention Prevention Wraparound services, in the amount of \$1,650,000, for the term of three years from July 1, 2020 through June 30, 2023;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with Stanford Sierra Youth & Families for services provided under this Agreement 4907 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;"
- 3) Authorize the Health and Human Services Agency Director, or designee, to execute up to three (3) extensions of one (1) year each with the same terms/conditions, with no change to the maximum contractual obligation, outlined in Agreement 4907, or as amended, so long as the term does not exceed the end date of the approved Fiscal Year (FY) 2023-26 MHSA Plan; and
- 4) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4907, including amendments, which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: State Funding: 100% Mental Health Services Act.

This matter was Approved on the Consent Calendar.

26. [20-0674](#)

Health and Human Services Agency recommending the Board:

- 1) Approve and authorize the Chair to sign Amendment I to Agreement for Services 4271 with Sierra Child and Family Services, Inc., for the provision of student outreach and engagement centers and mental health supports, which increases the maximum contractual obligation by \$42,000 for a new maximum obligation of \$478,000 effective upon execution, with no change to the original term of October 22, 2019 through June 30, 2021;
- 2) Make findings in accordance with County Ordinance 3.13.030 that it is appropriate to contract with Sierra Child and Family Services, Inc., for services provided under this Agreement 4271 because (B) "Specialty skills and qualifications not expressly identified in classifications are involved in the performance of the work;" and
- 3) Authorize the Purchasing Agent, or designee, to execute further documents relating to Agreement for Services 4271, including amendments which do not increase the maximum dollar amount or term of the Agreement, and contingent upon approval by County Counsel and Risk Management.

FUNDING: 100% State Funding: Mental Health Services Act Funding.

This matter was Approved on the Consent Calendar.

27. [20-0780](#)

Library Department recommending the Board approve the continuation of the following perpetual agreements for Fiscal Year 2020-2021 for a total amount of \$34,500;

- 1) Agreement 3094 with OCLC, Inc. for ongoing online cataloging in the amount of \$10,500;
- 2) Agreement 651 with CALIFA for public internet access in the amount of \$9,000; and
- 3) Agreement 2074 with TechLogic Corporation for maintenance and technical support for the automated materials handling system in the amount of \$15,000.

FUNDING: General Fund (45%), CSA10 (38%), Other (17%).

This matter was Approved on the Consent Calendar.

28. [20-0728](#)

Library Department recommending the Board:

- 1) Approve and authorize acceptance of a local assistance grant of \$107,510 from the California State Library, to be utilized for staff, supplies, travel and a mobile services vehicle to implement the Senior Mobile Outreach project; and
- 2) Authorize the Department Head to sign the Financial Claim and Grant Award Certification required to accept this grant funding for expenditures in FY 2020-21.

FUNDING: Bringing the Library to You: Mobile Library Solution grants from California State funding administered by the California State Library.

This matter was Approved on the Consent Calendar.

29. [20-0756](#)

Library Department recommending the Board:

- 1) Approve and authorize acceptance of a local assistance grant of \$132,643 from California State Library to be utilized for staffing, supplies, travel costs and a mobile services vehicle for the implementation of the Early Learning in the Neighborhood project;
- 2) Authorize the Department Head to sign the Financial Claim and Grant Award Certification required to accept this grant funding for expenditures in FY 2020-21;
- 3) Approve and authorize acceptance of funding from the LENA Foundation of \$25,634 to offset the costs of launching a LENA Start Site;
- 4) Authorize the Department Head to sign the LENA Foundation Launch Funds Acknowledgement (\$23,455) and the LENA Foundation VOQAL Launch Funds Acknowledgement (\$2,179); and
- 5) Authorize the Department Head to execute a perpetual agreement 4985 with the LENA Foundation for the one-time set up and first two years LENA start packages, training, and LENA devices as required by the grant for the promotion and measurement of language exchanges between children and their caregiver, for a total not to exceed \$19,900 after LENA funding is applied.

FUNDING: Shared Vision: Early Learning local assistance grant administered by the California State Library.

This matter was Approved on the Consent Calendar.

LAND USE AND DEVELOPMENT - CONSENT ITEMS

30. [20-0548](#) Air Quality Management District (AQMD) recommending the Board, acting as the AQMD Board of Directors, approve and authorize the Chair to sign Resolution **099-2020** adopting the Fiscal Year 2020-2021 recommended budget for the El Dorado County AQMD. (Cont. 5/19/2020, Item 28)

FUNDING: Permit revenues, State surcharge fees, Grants.

Resolution 099-2020 was Adopted upon Approval of the Consent Calendar.

31. [20-0718](#) Department of Transportation recommending the Board consider the following:
1) Approve and authorize the Chair to sign the Notice of Acceptance with Westcon Construction Corporation for the El Dorado Trail - Missouri Flat Road to El Dorado Project, Contract 2778, CIP 97014 / 36109003; and
2) Approve and authorize the Clerk of the Board to release the Payment and Performance Bonds to the Surety upon notification from the Department of Transportation, after the one-year guarantee period.

FUNDING: Accumulative Capital Outlay (<1%), Active Transportation Program (66%), Congestion Mitigation and Air Quality Program (25%), Air Quality Management District and Air Pollution Control District Grant (8%). (Federal Funds)

This matter was Approved on the Consent Calendar.

32. [20-0739](#) Department of Transportation recommending the Board approve and authorize the Chair to sign a budget transfer adjusting the budget for Fiscal Year 2019-20 to allow for the transfer of additional revenues in the Road District Tax account to the Road Fund.

FUNDING: Road District Tax Revenues.

This matter was Approved on the Consent Calendar.

33. [20-0747](#) Department of Transportation recommending the Board adopt and authorize the Chair to sign Resolution **103-2020** and the Local Agency Disadvantaged Business Enterprise Annual Submittal Form for Federal Fiscal Year 2020/21, and further to authorize the Department of Transportation to submit said Form to the California Department of Transportation.

FUNDING: N/A

Resolution 103-2020 was Adopted upon Approval of the Consent Calendar.

34. [20-0323](#) Department of Transportation recommending the Board adopt and authorize the Chair to sign Resolution **105-2020** authorizing the Director of Transportation to execute Program Supplemental Agreements, Federal Apportionment Exchange Program and State Match Program Agreements with the California Department of Transportation for Federal and/or State funded transportation projects.

FUNDING: Federal and/or State Funding.

Resolution 105-2020 was Adopted upon Approval of the Consent Calendar.

35. [20-0748](#) Department of Transportation recommending the Board consider the following pertaining to the Silver Springs Parkway Offsite (South Segment), CIP 76108/36105039, Contract 4076:
- 1) Approve and adopt the Plans and Contract Documents and authorize the Chair to sign the Plans; and
 - 2) Authorize advertisement for construction bids.

FUNDING: Road Fund/Discretionary (0.3%), TIM Zone 1-7 (11.7%), Developer Advance TIM Zone 1-7 (33.1%), Developer Funded (54.9%).
(No Federal Funds)

This matter was Approved on the Consent Calendar.

36. [20-0444](#) Planning and Building Department, Planning Division, recommending the Board approve and authorize the Chair to sign amendments for two (2) Agreements for Services as follows:
- 1) Amendment V to Agreement for Services 510 with ICF Jones and Stokes, Inc. (ICF), increasing the maximum obligation by \$77,880.37 for a total not-to-exceed amount of \$653,307.38 to provide direct consultant services to the County for preparation of Environmental Impact Reports and planning consultation services for the Lime Rock Valley Specific Plan Project; extending the term of the Agreement for Services 510 for a further three years; updating the fee schedule and changing the Contract Administrator; and
 - 2) Amendment V to Agreement for Services 516 with ICF, increasing the maximum obligation by \$120,939.63 for a total not-to-exceed amount of \$716,196.64 to provide direct consultant services to the County for preparation of Environmental Impact Reports and planning consultation services for the Village of Marble Valley Specific Plan Project, extending the term of the Agreement for Services 516 for a further three years; updating the fee schedule and changing the Contract Administrator.
(Cont. 5/12/20, Item 14)

FUNDING: There is no change to Net County Cost associated with this item. No costs are to be incurred by the County. All costs are paid by the project applicant.

This matter was Approved on the Consent Calendar.

37. [20-0733](#) Planning and Building Department, Planning Division, Long Range Planning Unit, Housing, Community and Economic Development Program, recommending the Board:
- 1) Adopt and authorize the Chair to sign Resolution **096-2020** for the submittal of a 2020 Community Development Block Grant (CDBG) Program application to the State of California Department of Housing and Community Development to provide up to \$1,498,000 as funding for property acquisition required for affordable multifamily residential development; and
 - 2) If awarded, authorize the Director of the Planning and Building Department, or designee, contingent upon approval by County Counsel and Risk Management, to execute the grant agreement and subsequent amendments thereto that do not affect the dollar amount or the term and to sign other grant-related documents.

FUNDING: Federal Community Development Block Grant Funds.

This matter was Approved and Resolution 096-2020 was Adopted upon Approval of the Consent Calendar.

38. [20-0782](#)

Surveyor's Office recommending the Board: Adopt and authorize the Chair to sign Resolution **100-2020** for Abandonment of Easement 20-0003, Montgomery Developers, Co-Partnership By: Sunrise Builders, A California Corporation; David D. Bohannon Organization, A California Corporation; By: Pacific Highlands Inc. A California Corporation, recorded in Book D of Subdivisions at Page 57, identified as Assessor's Parcel Number 025-754-001, 025-754-002 and 025-754-003, within the community of South Lake Tahoe, Supervisorial District 5.

FUNDING: Application Fees (General Fund).

Resolution 100-2020 was Adopted upon Approval of the Consent Calendar.

LAW AND JUSTICE - CONSENT ITEMS

39. [20-0736](#) District Attorney recommending the Board approve and authorize the continuation of perpetual agreements and software licenses with the following:
- 1) State of California Department of Justice, Agreement 01-098-01(Contract 276, 139-S0611) Amendment II, for laboratory analysis at an estimated annual amount of \$36,000;
 - 2) Accurint, Agreement 998 (581-S1210), to conduct public and commercial database searches for attorneys and investigators, at an estimated annual amount of \$10,080;
 - 3) Lexipol, LLC, Agreement 87 (043-S1611), Amendment III for policy manual update guidance based on the latest changes in federal and state statutes, regulations, best practices and case law for the estimated annual amount of \$2,917;
 - 4) TransUnion Risk and Alternative Data Solutions, Inc., Agreement 139, for a TLOXP access subscription for the purpose of investigative research in the estimated annual amount of \$2,040;
 - 5) Vidanyx, Agreement 3757, for the provision of a cloud-based child advocacy center video management software subscription in the annual estimated amount of \$3,259.40; and
 - 6) Children's Advocacy Centers of California (CACCC), Agreement 4071, for the ongoing support of Collaborate Case Tracking Software by Network Ninja for the Child Advocacy Center's required case tracking program.

FUNDING: General Fund and Non-General Fund / Children's Advocacy Centers of California / California Office of Emergency Services Grant Award.

This matter was Approved on the Consent Calendar.

40. [20-0766](#) District Attorney recommending the Board approve and authorize the Chair to sign Resolution **101-2020** authorizing the District Attorney to execute Standard Agreement S20-010 and Certification with California Victim Compensation Board for the continued oversight and management of the Funeral Burial/Domestic Violence Revolving Fund for the term beginning July 1, 2020 through June 30, 2023.

FUNDING: Funeral Burial/Domestic Violence Revolving Fund (California Victim Compensation Board Restitution Fund).

Resolution 101-2020 was Adopted upon Approval of the Consent Calendar.

41. [20-0796](#)

Sheriff's Office recommending the Board approve the following:

- 1) Authorize an exemption from competitive bidding pursuant to County Ordinance Code section 3.12.160 D and allow the use of a competitive bid for HGACBuy Contract RA05-18 for the purchase of radios through Motorola;
- 2) Authorize the Purchasing Agent to issue a purchase order in the amount of \$405,580 plus applicable taxes and fees for the purchase of radios included in the Sheriff's Office FY19/20 budget;
- 3) Authorize the Purchasing Agent to extend the term of the agreement to coincide with any extensions HGACBuy provides to the state for Contract RA05-18; and
- 4) Authorize the Purchasing Agent to increase the purchase order on an "as needed" basis during the awarded period as long as funding is available within the requesting department's budget.

FUNDING: General Fund/State Funding.

This matter was Approved on the Consent Calendar.

END CONSENT CALENDAR

DEPARTMENT MATTERS (Items in this category may be called at any time)

42. [20-0526](#) Chief Administrative Office recommending the Board receive an update from County Departments on the operational impacts of COVID-19. (Cont. 5/19/2020, Item 22)

FUNDING: N/A

Public Comment: A. Nevis

The Board received an update from County Departments on the operational impacts of COVID-19.

43. [19-1782](#) Department of Agriculture, Weights and Measures recommending the Board adopt and authorize the Chair to sign Resolution **104-2020** establishing protocol for a Conservation Easement Program for El Dorado County.

Public Comment: L. Brent-Bumb

A motion was made by Supervisor Veerkamp, seconded by Supervisor Hidahl to Adopt Resolution 104-2020.

Yes: 5 - Veerkamp, Frentzen, Novasel, Hidahl and Parlin

10:00 A.M. - TIME ALLOCATION (Items will not be heard prior to the time stated)

44. [20-0706](#) HEARING - Environmental Management Department recommending the Board consider the following regarding the solid waste collection rates for Tahoe Truckee Sierra Disposal Co., doing business as Tahoe Truckee Sierra Disposal:
- 1) Based on the analysis completed by staff, find that a 1.0% increase to the existing rates be in accordance with the interim year rate setting process as outlined in the Solid Waste Rate Setting Policies and Procedures Manual; and
 - 2) Adopt and authorize the Chair to sign Resolution **102-2020** adjusting the solid waste collection rates for the Tahoe Truckee Sierra Disposal Co. area by 1.0% for the 2020 interim year to become effective July 1, 2020.

FUNDING: User Fees/Franchise Fees

Public Comment: K. Payne

Supervisor Veerkamp opened the public hearing and after public comment and staff input closed the hearing.

A motion was made by Supervisor Novasel, seconded by Supervisor Hidahl to Approve this matter and Adopt Resolution 102-2020.

Yes: 5 - Veerkamp, Frentzen, Novasel, Hidahl and Parlin

45. [20-0654](#) HEARING - Auditor-Controller recommending the Board adopt and authorize the Chair to sign Resolution **098-2020** for the Appropriations Limit for Fiscal Year 2020-21.

FUNDING: N/A

Supervisor Veerkamp opened the public hearing and after public comment and staff input closed the hearing.

A motion was made by Supervisor Frentzen, seconded by Supervisor Novasel to Adopt Resolution 098-2020.

Yes: 5 - Veerkamp, Frentzen, Novasel, Hidahl and Parlin

46. [20-0468](#) Department of Agriculture, Weights, and Measures recommending the Board:
- 1) Receive a presentation and update on Hemp for El Dorado County permits issued through California Department of Food and Agriculture; and
 - 2) Provide feedback and/or direction to staff on the Hemp program.

Public Comment: C. Labbitt, K. Payne, D. Schaffer, R. Miller, P. Boggs

A motion was made by Supervisor Frentzen, seconded by Supervisor Veerkamp to:

- 1) Receive and file a presentation and update on Hemp for El Dorado County permits issued through the California Department of Food and Agriculture;
- 2) Establish a Hemp Program Ad Hoc Committee with Supervisors Parlin and Hidahl as Members and Supervisor Novasel as an Alternate; and
- 3) Direct the Department of Agriculture, Weights and Measures, the Sheriff and the Hemp Program Ad Hoc Committee to return to the Board for further direction.

Yes: 5 - Veerkamp, Frentzen, Novasel, Hidahl and Parlin

11:00 A.M. - TIME ALLOCATION (Items will not be heard prior to the time stated)

47. [20-0154](#) Department of Agriculture, Weights, and Measurers recommending the Board receive and file a presentation from the University of California Cooperative Extension on Forestry and fire extension efforts in the Central Sierra - Responding to local needs.

Public Comment: K. Payne

The Board received a presentation from the University of California Cooperative Extension on Forestry and fire extension efforts in the Central Sierra.

1:00 P.M. - TIME ALLOCATION (Items will not be heard prior to the time stated)

48. [20-0742](#) Planning and Building Department, Economic Development Division, recommending the Board:
- 1) Receive a presentation from Barry Broome, President and CEO for Greater Sacramento Economic Council on achievements and the County's return on investment for Fiscal Year (FY) 2019-20; and
 - 2) Provide direction to Staff on renewal of an Agreement with Greater Sacramento Economic Council for FY 2020-21 in an amount not to exceed \$63,252.

FUNDING: N/A

Public Comment: K. Payne

A motion was made by Supervisor Novasel, seconded by Supervisor Hidaahl to:

- 1) **Receive and file a presentation from the Greater Sacramento Economic Council on achievements and the County's return on investment for Fiscal Year 2019-20; and**
- 2) **Direct staff to return to the Board on or before July 28, 2020 with a presentation on Transient Occupancy Tax which would include a discussion regarding the Agreement with Greater Sacramento Economic Council for Fiscal Year 2020-21.**

Yes: 5 - Veerkamp, Frentzen, Novasel, Hidaahl and Parlin

49. [20-0723](#)

HEARING - Department of Transportation recommending the Board adopt and authorize the Chair to sign Resolution **095-2020** for the 2020 Traffic Impact Mitigation Fee Schedule Annual Update.

FUNDING: Traffic Impact Mitigation Fee Program.

Public Comment: J. Short

Supervisor Veerkamp opened the public hearing and after public comment and staff input closed the hearing.

A motion was made by Supervisor Veerkamp, seconded by Supervisor Novasel to Adopt Resolution 095-2020.

Yes: 5 - Veerkamp, Frentzen, Novasel, Hidahl and Parlin

2:00 P.M. - TIME ALLOCATION (Items will not be heard prior to the time stated)

50. [20-0530](#)

Department of Transportation recommending the Board:

- 1) Adopt and authorize the Chair to sign Resolution **094-2020** certifying the Addendum to the Final Environmental Impact Report for the Missouri Flat Area Master Circulation & Funding Plan (MC&FP EIR) (El Dorado County 1998), State Clearinghouse 97092074; and
- 2) Approve the MC&FP Phase II, including the changes to the previously-approved roadway projects, the addition of the Phase II roadway improvement projects, the modifications to the Missouri Flat Road interchange, and the draft Public Facilities Financing Plan for the MC&FP Phase II.

FUNDING: Missouri Flat Master Circulation and Financing Plan Phase II Funds.

Public Comment: A. Nevis, L. Brent-Bumb, K. Payne

A motion was made by Supervisor Parlin, seconded by Supervisor Hidahl to Adopt Resolution 094-2020 certifying the Addendum to the Final Environmental Impact Report for the Missouri Flat Area Master Circulation & Funding Plan.

Motion passes by a 5-0 vote.

Yes: 5 - Veerkamp, Frentzen, Novasel, Hidahl and Parlin

A motion was made by Supervisor Veerkamp, seconded by Supervisor Novasel to Approve the MC&FP Phase II, including the changes to the previously-approved roadway projects, the addition of the Phase II roadway improvement projects, the modifications to the Missouri Flat Road interchange, and the draft Public Facilities Financing Plan for the MC&FP Phase II.

Motion failed.

Yes: 2 - Veerkamp and Novasel

Noes: 3 - Frentzen, Hidahl and Parlin

A motion was made by Supervisor Parlin, seconded by Supervisor Frentzen to Deny the MC&FP Phase II, including the changes to the previously-approved roadway projects, the addition of the Phase II roadway improvement projects, the modifications to the Missouri Flat Road interchange, and the draft Public Facilities Financing Plan for the MC&FP Phase II.

Motion failed.

Yes: 2 - Frentzen and Parlin

Noes: 3 - Veerkamp, Novasel and Hidahl

A motion was made by Supervisor Frentzen to Approve the MC&FP Phase II, including the changes to the previously-approved roadway projects, the addition of the Phase II roadway improvement projects, the modifications to the Missouri Flat Road interchange, and the draft Public Facilities Financing Plan for the MC&FP Phase II per the following stipulations:

- 1) Continue to fund MC&FP Phase I improvements by 85 percent of the County General Fund's incremental property and sales tax revenues stemming from new retail/commercial development in the Project area; and
- 2) MC&FP Phase II improvements funding to be reduced to 40 percent of the County General Fund's incremental property and sales tax revenues stemming from new retail/commercial development in the Project area.

Motion failed for lack of a second.

A motion was made by Supervisor Hidahl, seconded by Supervisor Veerkamp to Approve the MC&FP Phase II, including the changes to the previously-approved roadway projects, the addition of the Phase II roadway improvement projects, the modifications to the Missouri Flat Road interchange, and the draft Public Facilities Financing Plan for the MC&FP Phase II per the following stipulations:

- 1) Continue to fund MC&FP Phase I improvements by 85 percent of the County General Fund's incremental property and sales tax revenues stemming from new retail/commercial development in the Project area; and
- 2) MC&FP Phase II improvements funding to be reduced to 50 percent of the County General Fund's incremental property and sales tax revenues stemming from new retail/commercial development in the Project area.

Motion passes by a 3-2 vote.

Yes: 3 - Veerkamp, Novasel and Hidahl

Noes: 2 - Frentzen and Parlin

ITEMS TO/FROM SUPERVISORS

Supervisor Parlin reported on the following:

Water Agency logo meeting.
Planning Commissioner meeting.
Cannabis update.
Director of Transportation meeting.
Tax Payers Association meeting.
Shoo Fly Road defensible space project.
Ad Hoc Fire meeting.
Ad Hoc Emergency Housing meeting.
Rural County Representatives of California meeting.
Golden State Finance meeting.
Supervisor Frentzen and Department of Transportation meeting.
Budget Ad Hoc meeting.
Human Rights Commissioner meetings.
Long Range Planning staff meeting.
Director of Health and Human Services Agency meeting.
Director of Environmental Management meeting.
Special Board meeting.

Supervisor Novasel reported on the following:

Vacation Home Rental town hall meeting.
Transportation District meeting.
Two by Two with South Lake Tahoe.
Tahoe Conservancy Board meeting.
Tahoe Regional Planning Agency meeting.

Supervisor Frentzen reported on the following:

Special Board meeting.
Broadband meeting.
Director of Transportation meeting.
CalTrans annual meeting.
Local Agency Formation Commission legislative meeting.
Water Agency meeting.

Supervisor Hidahl reported on the following:

Federal Emergency Management Agency crisis meeting.
California State Association of Counties rural caucus meeting.
California Office of Emergency Services special briefing.
Fair Board discussion.
El Dorado Hills Area Planning Advisory Committee meeting.
Director of Environmental Management meeting.
California Office of Emergency Services regional meeting.
Homelessness working group meeting.
COVID-19 discussion.
Special Board meeting.

Supervisor Veerkamp reported on the following:

Water Agency meeting.
Fair Board meeting.
Service Area 7 meeting.
Agenda Review.
Fire/Emergency Medical Services meeting.

CalTrans annual meeting.
Ad Hoc Housing meeting.
CCI grant kick off meeting.
COVID-19 meeting.
Two by Two with South Lake Tahoe.
Budget Ad Hoc meeting.
Sacramento Area Council of Governments meeting.
Special Board meeting.
Transportation meeting.

CAO UPDATE

Don Ashton, Chief Administrative Officer, reported on the following:
Two by Two with South Lake Tahoe.
Budget Ad Hoc meeting.

ADJOURNED AT 4:37 P.M.

CLOSED SESSION

51. [20-0754](#) **Pursuant to Government Code Section 54957.6 - Conference with Labor Negotiator:** County Negotiator: Director of Human Resources and/or designee. Employee organizations: El Dorado County Employees' Association representing employees in the Supervisory, Professional, and General Bargaining Units; El Dorado County Probation Officers Association; El Dorado County Deputy Sheriffs' Association representing employees in the Law Enforcement Unit; and El Dorado County Criminal Attorneys' Association. (Est. Time: 10 Min.)

No Action Reported. All five Supervisors participated.

52. [20-0806](#) **Pursuant to Government Code Section 54956.8 - Conference with Real Property Negotiator:** Instructions to its negotiator regarding the real property described as: Properties: 1) 515 Main Street, Placerville, CA (APN 002-151-02-100; APN 002-151-18-1 00); 2) 525 Main Street, Placerville, CA (APN 002-151-03-100). County Negotiator: Don Ashton, Chief Administrative Officer, successor or designee. Negotiating Parties: City Manager for City of Placerville, successor or designee; Jill G. Kearney, President, El Dorado County Historical Society, successor or designee. Under Negotiation: Price and terms of payment for sale or lease. (Est. Time: 10 Min.)

No Action Reported. All five Supervisors participated.

53. [20-0822](#) **Conference with Legal Counsel - Initiation of Litigation** pursuant to Government Code Section 54956.9(d)(4). Number of potential cases: (1). (Est. Time: 15 Min.)

No Action Reported. All five Supervisors participated.

54. [20-0826](#) **Conference with Legal Counsel - Existing Litigation** pursuant to Government Code Section 54956.9(d)(1). Title: Rural Communities United v. County of El Dorado, et al. (Case No. PC20170536), Number of potential cases: (1). (Est. Time: 15 Min.)

All five Supervisors participated. By a 5-0 vote, the Board of Supervisors authorized the filing of appeal and/or cross appeal in the matter of Rural Communities United v. County of El Dorado case number PC20170536.

On August 19, 2003, the Board adopted the following protocol: It is a requirement that all speakers, County staff and the public, when approaching the podium to make a visual presentation to the Board of Supervisors, must provide the Clerk with the appropriate number of hard copies of the presentation for Board members and the audience.

ADDENDUM

GENERAL GOVERNMENT - CONSENT ITEMS

55. [20-0805](#) Chief Administrative Office recommending the Board decline to authorize the issuance of Tax and Revenue Anticipation Notes ("TRANs") on behalf of various school districts, thus allowing those school districts to issue such TRANs in their own name.

FUNDING: N/A

This matter was Approved on the Consent Calendar.

RECORDING REQUESTED BY
AND RETURN TO:

County of El Dorado
Long Range Planning
2850 Fairlane Court, Bldg. C
Placerville, CA 95667

Attention: HCED Programs

APN: 051-461-059-000

(This space for Recorder's use only)

No Fee for Recording Pursuant to Government Code Sections 6103 And 27383

AFFORDABLE HOUSING REGULATORY AGREEMENT

between

The County of El Dorado

and

Diamond Village Apartment LP

in respect to

Community Development Block Grant (CDBG) Program

THIS AFFORDABLE HOUSING REGULATORY AGREEMENT ("Agreement") is made this ___ day of _____, 20___, by and between Diamond Village Apartment LP, a California Limited Partnership (the "**Developer**"), and the County OF El Dorado, a political subdivision of the State of California ("**County**").

RECITALS

- A. Pursuant to the Standard Agreement between the Department of Housing and Community Development, a public agency of the State of California (the "Department") and the County with respect to the Community Development Block Grant Program (hereinafter referred to as the "Standard Agreement"), the Department awarded to the County of El Dorado an amount not to exceed One Million Four Hundred Ninety Eight Thousand And 00/100 Dollars (\$1,498,000) for the purpose of issuing a loan to the Developer (hereinafter referred to as the "Loan") in the development of that certain real property located at 6035 Service Drive, Diamond Springs, County of El Dorado, California 95619, identified by Assessor's parcel numbers 051-461-XXX, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Property").

- B. Pursuant to Resolution No. _____, the County has approved the use of Community Development Block Grant (CDBG) funds for the development of an 81-unit apartment complex located on the Property and known as the Diamond Village Apartments (the “**Development**”). In exchange for receiving said funds, the Developer agrees to restrict 60 of the 81 units to very-low income tenants earning less than fifty percent (50%) of Area Median Income, and 20 of the 81 units to low-income tenants earning less than eighty percent (80%) of Area Median Income, reserving one of the 81 units for an on-site manager, pursuant to an approved affordable housing plan.
- C. The County has adopted affordable housing goals in its General Plan and Housing Element, which are being met in part by providing the Developer with financial assistance in exchange for affordability restrictions, in accordance with a County approved affordable housing plan and regulatory agreement.
- D. The County has provided the Developer with financial assistance for the Development pursuant to the terms of a loan agreement, evidenced by a promissory note executed by Developer on the same date herewith, and secured by a deed of trust encumbering the Property. Developer understands and intends that by entering into said loan agreement and accepting the financial assistance, California Civil Code Section 1954.52 of the Costa-Hawkins Rental Housing Act does not apply to the Development.
- E. Receipt of the CDBG Grant requires the County to comply with the various applicable requirements, regulations, and restrictions, including those contained in the following statutes: California Health and Safety Code, Sections 50825-50834; Title 24 of the Code of Federal Regulations (C.F.R.) Part 570, Subpart I; Title 24 C.F.R. Part 58; Title 2 C.F.R. Part 200; and any amendments or supplements thereto (collectively, the “Program Requirements”).
- F. The purpose of this Agreement is to regulate and restrict occupancy, rent, operations, ownership and management of the Development pursuant to the approved affordable housing plan. This Agreement is not to be construed as altering any zoning, building or other regulations of the County, nor is this Agreement to be considered as a development agreement.

NOW THEREFORE, based on the mutual conditions, terms and covenants recited herein and made a material part of this Agreement, the parties agree as follows:

1. Definitions. Unless specifically defined in this Agreement or the context requires otherwise, the terms used in this Agreement shall be governed by the definitions set forth in 24 CFR Part 570, and 25 Cal. Code of Regulations, Chapter 7, Subchapter 2, Sections 7050-7126. As used in this Agreement, the following terms shall have the following meanings:

“**Affordable Housing Plan**” means that specific affordable housing plan for the Development approved by the County.

“**Affordable Rent**” means the rent limits calculated and approved annually as published by the California Department of Housing and Community Development (“HCD”) or by the California Tax Credit Allocation Committee (“TCAC”), as applicable to the County.

In the event that the Department and TCAC discontinue publishing such determinations, the income limits shall be calculated as thirty percent (30%) of the AMI for the County, as published by the U.S. Department of Housing and Urban Development (“HUD”), or any successor thereto.

“**Affordable Unit**” means a dwelling unit within the Development restricted for occupancy to Eligible Households, as set forth in this Regulatory Agreement.

“**Area Median Income**” means the median household income determined by the United States Department of Housing and Urban Development (HUD), adjusted for household size as published by HCD for El Dorado County.

“**Development**” means the new construction project for the 81 units of affordable housing known as Diamond Village Apartments, located at 6035 Service Drive, Diamond Springs, CA 95619.

“**Effective Date**” means the date on which this Agreement was entered into as recited above.

“**Eligible Household**” means a Low-Income Household, Very Low-Income Household, or Extremely Low-Income Household that qualifies on the basis of income to occupy the appropriately designated Affordable Unit set forth in this Agreement.

“**Extremely Low-Income Household**” means persons or families with incomes below thirty percent (30%) of the Area Median Income, calculated on the basis of local family incomes, with adjustments for household size.

“**HCD**” means the California Department of Housing and Community Development.

“**Loan**” means the financial assistance provided by the County to Developer in the amount of \$1,498,000 for the Development project pursuant to the terms of a loan agreement, evidenced by a promissory note, executed by Developer as Borrower therein on even date herewith, and secured by deed of trust encumbering the Property recorded in the official records of El Dorado County.

“**Low-Income Household**” means persons and families whose annual incomes do not exceed eighty percent (80%) of the Area Median Income for El Dorado County.

“**Note**” means the promissory note secured by deed of trust encumbering the Property, executed by Developer as Borrower in favor of the County on even date herewith evidencing the Loan.

“**Market Rate**” means the Rent charged to non-rent restricted dwelling units located in the Development, if applicable.

“**Operating Expenses**” means the amount approved by the County, pursuant to HCD limitations.

“**Operating Income**” means all income generated in connection with operation of the Development including rental income for Affordable Units and non-Affordable Units, rental income for Commercial Space, laundry and equipment rental fees, rental subsidy payments, and interest on any accounts other than approved reserve accounts, related to the

rental housing development. “Operating Income” does not include security and equipment deposits, payments to Developer for supportive services (except for funds applied towards the cost of on-site supportive service coordination), or tax benefits received by the Developer.

“**Property**” is defined in Exhibit A.

“**Rent**” means all charges, other than deposits, paid by, or on behalf of, the tenant for the use and occupancy of an Affordable Unit, and any mandatory charge for direct or supportive tenant services in a rental housing development, including a Utility Allowance.

“**Residual Receipts**” means project funds remaining after payment of expenses as described in Paragraph 13 of this Agreement.

“**Tax Credit Compliance Period**” shall have the meaning set forth in Section 42(i) of the Internal Revenue Code of 1986, (26 U.S.C. § 1, et seq.) as amended.

“**Utility Allowance**” means the rent allowance for approved utility services for each Affordable Unit as determined and published annually by the Housing Authority of the County of El Dorado, or successor organization responsible for establishing such rates for the Affordable Units.

“**Very Low-Income Household**” means persons and families whose annual incomes do not exceed fifty percent (50%) of the Area Median Income.

2. Term of Agreement The term of this Agreement shall commence upon the Effective Date and remain in effect exactly fifty five (55) years from the Effective Date, unless terminated earlier by the County pursuant to the terms of this Agreement or extended by the mutual consent of the parties, or unless the Loan has not then been fully repaid. In the event any sum from the Loan remains outstanding, the term of the Agreement shall not expire.

3. Compliance with Applicable Regulations, Permits. Developer shall complete the development of Affordable Units in compliance with all applicable laws, regulations, and permits.

4. Management Plan. No later than sixty (60) days after the execution of this Agreement, Developer shall submit to the County a plan for management of and tenant selection procedures for the Development (“**Management Plan**”) for review and approval. Initial occupancy of the Development shall not be permitted until the Management Plan has been approved by the County. The County shall keep the Management Plan on file for the duration of this Agreement. In conjunction with the review of the Annual Report pursuant to Section 16, the Management Plan may be reviewed and revised at the request of the County or the Developer and such revision shall be submitted to and approved by the County prior to initial occupancy. The Management Plan shall, among other things, contain the following information:

a. Specific actions to be taken by Developer to affirmatively market the vacant Affordable Units in a manner that ensures equal access to all persons in any category protected by federal, state or local laws governing discrimination, and regardless of any arbitrary factor;

b. Reasonable criteria for the determination of tenant eligibility;

- c. Requirements that Eligible Households be selected based on order of applications, lottery, or other reasonable method approved by the County;
- d. Procedures specifying how tenant applicants deemed to be ineligible shall be notified of the reason for their ineligibility and opportunity to appeal this determination;
- e. Methodology for maintaining a waiting list of eligible applicants;
- f. Specific procedures for obtaining information regarding prospective tenants' incomes as necessary to certify that such income does not exceed the applicable Low- or Very Low-Income Household eligibility limit;
- g. Specific utility services subject to the Utility Allowance; and
- h. A list stating the annual dates on which each report, audit or other monitoring document required by this Agreement shall be delivered to the County.

5. Designation of Affordable Units. The Development shall have a total of 80 Affordable Units designated as follows:

	Units:
Extremely Low-Income:	20
Very Low-Income:	40
Low-Income:	20
TOTAL:	80

Developer shall lease Affordable Units in the Development only to Eligible Households in accordance with the Management Plan.

6. Nondiscrimination. Developer shall not discriminate against any tenant or prospective tenant on the basis of race, religion, sex, age, disability, marital status, or any other arbitrary factor in violation of any state, federal or local law governing discrimination in rental housing. Housing, which is intended to benefit, and is therefore limited to senior citizens, is permitted only with the prior approval of the selection criteria by the County.

7. Rent.

- a. Rent restrictions for all Affordable Units shall be determined annually by the applicable Affordable Rent limits calculated and approved by the United States Housing and Urban Development (HUD) and published by HCD for El Dorado County.
- b. Rent for Affordable Units shall not exceed the Affordable Rent minus the Utility Allowance.
- c. Twenty five percent (25%) of the Affordable Units shall be occupied by Extremely Low Income Households, fifty percent (50%) of the Affordable Units shall

be occupied by Very Low-Income Households, and twenty-five percent (25%) shall be occupied by Low-Income Households.

d. Any household certified as an Eligible Household upon occupancy but whose income increases above the eligibility level must pay as Rent the lesser of the amount payable by the tenant under State or local law, or thirty percent (30%) of the household's adjusted monthly income, minus the utility allowance, not to exceed the Market Rate published by HCD for El Dorado County, except that tenants of Units in the Development that has been allocated low income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by said Section 42.

e. Rent may be increased annually upon adoption by HUD of new Affordable Rent limits and published by HCD.

8. Certification of Tenant Income and Household Size.

a. The income and household size of all households occupying Affordable Units shall be certified by Developer prior to occupancy and re-certified annually thereafter in a manner approved by the County and specified in the Management Plan.

b. Subject to Section 7.d. above, where a household occupying an Affordable Unit designated for occupancy by a Low-Income Household no longer meets the Low-Income Household qualifications at re-certification but meets the qualifications as an Eligible Household for a different income level, the Rent appropriate for that income level shall be charged to the tenant.

9. Annual Operating Budget.

a. The fiscal year for the Development shall commence on July 1 and conclude on June 30 ("**Fiscal Year**").

b. No later than May 1 prior to the beginning of a Fiscal Year, the Developer shall submit to the County a proposed annual operating budget on a form provided by the County ("**Annual Operating Budget**"). The proposed Annual Operating Budget shall maintain the same format and budgetary line items as established in the initial Operating Budget unless specific changes are approved in advance by the County. The proposed Annual Operating Budget shall set forth the Developer's estimate of the Development's income, Operating Expenses and debt service for the upcoming year, reserves, proposed rent adjustments, and a year-to-date operating statement. The total Operating Expenses in the Annual Operating Budget shall not exceed \$____.00 per unit per month or other amount as specified in the then current CDBG Program Underwriting Standards (HCD Uniform Multifamily Housing Regulations, Title 25, Division 1, Chapter 7, Subchapter 19, section 8310), unless approved in advance by the County after review of sufficient justification thereof. Annual Operating Budgets and rent adjustments are subject to approval by the County.

c. Increases of up to the greater of five percent (5%) or the CPI adjustments in any line item of the Annual Operating Budget shall be deemed approved by the County, provided that the total Operating Expenses in the Annual Operating Budget do not exceed the maximum amount per unit allowed in subsection (b) herein.

Developer shall operate the Development in accordance with the approved Annual Operating Budget.

10. Required Reserves.

a. Replacement Reserve Account:

1) Commencing no later than the end of the second month following the initial occupancy of the Development or such other date as the County shall designate in writing, the Developer shall establish a segregated interest-bearing replacement reserve account in an F.D.I.C. or other comparable federally-insured financial institution (“**Replacement Reserve Account**”). The Developer shall make monthly deposits from Operating Income to the Replacement Reserve Account in the amount of \$___ per unit per year (\$_____ annually, or \$_____ per month). The County may review the adequacy of these monthly deposits on an annual basis, and require adjustments, as it deems necessary.

2) Withdrawals shall only be made for capital improvements, such as replacing or repairing structural elements, furniture, fixtures or equipment of the Development that are reasonably required to preserve the Development. Developer may withdraw, for a qualifying maintenance improvement, from the Replacement Reserve Account up to Five Thousand Dollars (\$5,000.00) per Fiscal Year or any amount included in the Annual Operation Budget for the Fiscal Year of the withdrawal without advance written approval from the County. All other withdrawals from the Replacement Reserve Account must be approved in advance by the County or be included in the approved Annual Operating Budget.

3) If at any time the Replacement Reserve Account balance exceeds Two Hundred Fifty Thousand Dollars (\$250,000.00), Developer shall have an independent physical inspection of the Development, conducted by a County-approved inspector and paid for from said account. Said inspection shall evaluate the condition of the Development and determine what capital improvements are required. A copy of the inspection report shall be delivered to the County. Based on the inspection report, Developer shall develop and deliver a capital improvement work plan to the County within 60 days after the date of the inspection report. Failure of Developer to make and complete approved capital improvements within one year after approval by the County of said work plan, will be deemed a default under this Agreement.

b. Operating Reserve Account:

1) Commencing no later than the end of the second month following the initial occupancy of the Development, or such later date as the County shall designate in writing, the Developer shall establish an Operating Reserve Account or sub account within the project’s general operating account (“**Operating Reserve Account**”). The minimum Operating Reserve Account balance shall be [three percent (3%)] of the annual Operating Expenses from the prior year audit. Whenever the Operating Reserve Account balance falls below said amount,

Developer shall make monthly deposits from project income to fully fund the Operating Reserve Account prior to distribution of residual receipts.

2) Developer may transfer funds from the Operating Reserve Account only to alleviate cash shortages resulting from unanticipated and unusually high maintenance expenses, seasonal fluctuations in utility costs, abnormally high vacancies (greater than five percent (5%) of the total Development rental capacity), and other expenses that vary from month to month. Developer shall not withdraw or transfer funds from this account for any other purpose without the prior written approval of the County. If the Operating Reserve Account reaches a balance equal to or greater than an amount equivalent to twelve months gross income for the Development, the County may approve a reduction in payments to the Operating Reserve Account to an amount necessary to maintain the account balance at this level.

11. Use of Income from Operations.

a. The Developer, or its management agent, shall promptly deposit all Operating Income in a segregated account established exclusively for the Development with an F.D.I.C. or other comparable federally-insured financial institution.

b. Withdrawals from said account shall be made only in accordance with the provisions of this Agreement and the Annual Operating Budget, and shall be disbursed, applied, or reserved and set aside for payment when due for the following:

- 1) Approved Operating Expenses;
- 2) Deposits to Replacement Reserve and Operating Reserve and Accounts;
- 3) Payment of mandatory debt service as follows:
 - i. First, payment of permanent financing obligations consisting of \$_____ principal with an annual payment of fifty percent (50%) of residual receipts as documented in the annual audit.
 - ii. The amount of said payments may be changed upon the written approval of both the County and HCD;
- 4) Payment of a Developer Fee as approved in the Annual Operating Budget;
- 5) Payment of an asset management fee as approved in the Annual Operating Budget, not to exceed \$_____;
- 6) Payment of the annual monitoring fee to the County in the amount of \$_____; and

7) Payment of the annual monitoring fee to HCD, if any.

c. The balance of Operating Income remaining after the payments described in this Paragraph shall be deemed “**Residual Receipts**” to be paid and applied as provided in Paragraph 12 below.

12. Residual Receipts and Distributions.

a. Residual Receipts shall be distributed as follows:

1) [Twenty-five percent (25%)] to Developer;

2) [INCLUDE IF APPLICABLE:] [Twenty-five percent (25%)] to _____ in satisfaction of the promissory note, dated _____, _____, securing the loan related to the Existing Affordability Restrictions, with a principal balance of \$ _____;

3) [Fifty percent (50%)] to the County in satisfaction of the Loan as required by, and subject to, the provisions of the Note.

4) [INCLUDE IF APPLICABLE:] If _____ is paid in full before the CDBG Funds are repaid in full to the County, [seventy-five percent (75%)] to County, and [twenty-five percent (25%)] to Developer.

b. Developer shall receive Distributions only once for each fiscal year of the Development and only; (1) upon approval by the County of the Annual Report submitted for that year, and (2) upon determination by the County that the Developer is in compliance with all Loan documents and all CDBG Program requirements.

c. No Distributions shall be made to Developer in the following circumstances:

1) When written notice of default has been issued by any entity with an equitable or beneficial interest in the Development;

2) When the County determines that the Developer or its management agent has failed to comply with the County’s written notice of any reasonable requirement for proper maintenance of the Development;

3) If all currently required debt service and Operating Expenses have not been paid; or

4) If the Replacement Reserve or Operating Reserve Accounts are not fully funded as specified herein.

13. Accounting Records. In a manner subject to County approval, Developer shall maintain, on an accrual basis, a general ledger accounting system that is posted monthly and that accurately and fully shows all assets, liabilities, income and expenses of the Development. All records and books relating to this system, except the general ledger, shall be kept for a period of at least seven years and in such a manner as to ensure that the records are reasonably protected

from destruction or tampering. The general ledger shall be kept permanently in such a manner as to ensure that it is reasonably protected from destruction or tampering. All records shall be subject to County inspection and audit.

14. Maintenance and Management.

a. Developer is responsible for all maintenance, repair, and management functions for the Development, including without limitation, selection of tenants, recertification of household income and size, evictions, collection of rents, routine and extraordinary repairs and replacement of capital items. Developer shall maintain all units and common areas in a safe and sanitary manner in accordance with local health, building, and housing codes, HUD housing quality standards pursuant to 24 CFR Section 882.109, and the Management Plan described in Section 5 of this Agreement.

b. The initial management agent for the Development approved by the County as of the Effective Date shall be _____ and the County shall have the right to approve the form of the initial management agent services contract. Any such contract for management services will not relieve the Developer of responsibility for proper performance of these duties. Any such agent to be used for the management functions of the Development as identified in this Section shall have a minimum of five (5) years' experience managing affordable housing apartments in the County, or equivalent experience as deemed appropriate by the County and shall have a principal place of business in El Dorado County. If no such local entity exists or is available to act as management agent for Developer, Developer may seek approval from the County to use an alternate management agent from outside El Dorado County. Such contract shall contain a provision allowing Developer to terminate the contract without penalty upon no more than thirty days' (30) notice.

c. Developer may operate the Development and assume management functions only with prior written approval of the County. Upon a determination by the County, and notice to the Developer thereof, that the Developer has failed to operate the Development in accordance with this Agreement, the County may require the Developer to contract with a management agent to operate the Development, or to make such other arrangements as the County deems necessary to ensure performance of the requirements of this Agreement.

15. Annual Report. No later than April 1 following the end of the fiscal year, Developer shall file with the County an annual report ("**Annual Report**"). The County shall have sixty (60) days from receipt of the Annual Report to approve such Annual Report, or to request modifications or additional information as required by this Agreement. The Annual Report shall contain a certification by the Developer as to the accuracy of such information in the Annual Report including, but not limited to the following:

a. Any substantial physical defects in the Development, including a description of any major repair or maintenance work undertaken or needed in the previous and current fiscal years. Such statement shall describe what steps the Developer has taken in order to maintain the Development in a safe and sanitary condition in accordance with applicable housing and building codes.

b. The occupancy of the Development indicating 1, the number of persons in the unit; 2, tenant name; 3, initial occupancy date; 4, rent paid per month; 5, annual gross

income of the tenant; 6, percent of rent and utilities paid in relation to gross income; and 7, copies of those documents used by Borrower to certify or re-certify the tenant that include, a. the number of persons in the unit; b. tenant name; c. initial occupancy date; d. rent paid per month; e. annual gross income of the tenant; f. percent of rent and utilities paid in relation to gross income; and g. copies of those documents used by Borrower to certify or re-certify the tenant.

16. County Review and Inspections.

a. Upon not less than 48 hours' notice to the Developer, the County or its designee may, at any time during the term of the Agreement, enter and inspect the physical premises and inspect all income verification documentation pertaining to the persons occupying the Affordable Units. Upon request by the County, the Developer shall notify occupants of upcoming inspections of their Units in accordance with State Law.

b. The County may request any other information that it deems necessary to monitor compliance with requirements set forth in this Agreement. The Developer shall promptly provide such information.

17. Non-Affordable Units and Common Areas.

a. Developer shall maintain and repair both Affordable and non-Affordable Units equally without regard to their designation as Affordable or non-Affordable.

b. Tenant selection practices for non-Affordable Units shall comply with State and federal nondiscrimination laws.

c. The exterior walls, windows, lighting, walkways, mailboxes, landscaping, nonresidential space, and other common areas of the Development shall be safe, clean, well maintained, and in good working order.

18. Right of Refusal, Restrictions on Sale, Encumbrances.

a. Developer shall not transfer, convey, sell or agree to sell Developer's interest in the Property without first offering the Property to the County, except for a conveyance or transfer by gift, bequest, or inheritance. After a conveyance or transfer by gift, bequest, or inheritance, the right of first refusal granted in this Agreement shall remain in effect against the person holding title or any other interest in the Property.

b. Before Developer sells or agrees to sell the Property, Developer shall offer to sell the Property to the County, in writing and on terms and conditions substantially identical to those proposed for the sale of the Property to a third party ("**First Offer**"). The First Offer shall, at a minimum, include the following information:

- 1) The purchase price proposed for the sale to the third party and method of purchase price payment including the amount and terms of any proposed grantor financing in connection with the proposed purchase, if any;
- 2) The amount of any earnest money deposit;

- 3) The time and location for the close of escrow;
- 4) The name of the proposed purchaser; and
- 5) The other material terms and conditions of the proposed sale of the Property.

c. The County shall have 60 days from the date of the First Offer to accept the First Offer (“**Acceptance Period**”).

d. If the County declines to accept the First Offer, Developer shall not assign, sell, otherwise transfer any interest in the Property without prior written approval of County, which shall not be unreasonably withheld provided the following conditions are met:

- 1) The existing Developer is in compliance with this Agreement or the sale, transfer or conveyance will result in the cure of any existing violations of the Agreement;
- 2) The successor in interest to the Developer agrees to assume all obligations of the existing Developer pursuant to this Agreement.
- 3) The successor in interest demonstrates to the County’s satisfaction that it can own and operate the Development in full compliance with the requirements of this Agreement; and
- 4) Terms of the sale, transfer or conveyance shall not threaten the successor in interest’s ability to comply with all requirements of this Agreement.

19. Violation of Regulatory Agreement by Developer.

a. In the event of a breach or violation of the provisions of this Agreement, the County may give written notice to the Developer thereof by certified mail or any express delivery service with a delivery receipt addressed to the Developer at the address stated in this Agreement. If the breach or violation is not cured to the satisfaction of the County within the time period specified in the notice, which shall not be fewer than 30 days, the County may declare a default and may seek legal remedies including the following:

- 1) Collect all rent and income in connections with the operation of the Development and use the same and the reserve funds for the operation and maintenance of the Development.
- 2) Take possession of the Development and bring any action necessary to enforce any rights of the Developer growing out of the operation of the Development; and, operate the Development in accordance with the terms of this Agreement until such time as the County, in its sole discretion, shall determine that the Developer is again in a position to operate the Development in accordance with the terms of this Agreement.

3) Apply to any court, State or federal, for specific performance of this Agreement or for the appointment of a receiver to take over and operate the Development in accordance with the terms of this Agreement or for such other relief as may be appropriate. It is agreed by the Developer that the injury to the County arising from a default under any of the terms of this Agreement would be irreparable and that the amount of compensation that would provide adequate relief to the County, would be impossible to ascertain.

4) The County may seek such other remedies as may be available under law.

b. In the event that the breach or violation includes Rent charged to tenants or other charges in excess of those permitted under this Agreement, the County may demand, and seek as an additional remedy, the return of such excess Rent or other charge to the affected household.

c. The remedies of the County hereunder are cumulative, and the exercise of one or more of such remedies shall not be deemed an election of remedies and shall not preclude the exercise by the County of any one or more of its other remedies.

20. Assignment of County Rights. The County retains the right at its sole discretion to assign all or part of its rights under this Agreement for the purpose of ensuring compliance and enforcement of Developer's duties and obligations hereunder. In addition, the County may designate an agent to act on its behalf in monitoring compliance and enforcing the provisions hereof.

21. Hazard and Liability Insurance.

a. The Developer shall at all times keep the development insured against loss by fire, flood (as required pursuant to 24 CFR 92.358), and other such hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as set forth in Exhibit B to the Loan Agreement and the Affordable Housing Plan. . All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to the County. Property insurance policies shall name the County as additionally insured in a manner approved by the County.

b. Insurance proceeds and condemnation awards for any loss to or taking of the Project, or any portion thereof, shall be applied or utilized by Developer as provided in the Deed of Trust, executed by Developer and referred to in the Recitals hereof.

22. Amendment. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of all of the parties hereto.

23. Partial Invalidity. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

24. Binding on Successors. This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in interest, and assigns, provided, however, that the Developer may not assign this

Agreement or any of its obligations hereunder, voluntarily or by operation of law, without the prior written approval of the County.

25. Counterparts/Originals. This Regulatory Agreement may be executed in counterparts, which together shall constitute one (1) entire Regulatory Agreement.

26. Recording Agreement. This Agreement, and all amendments thereto, shall be executed by each of the parties. This Agreement, or memorandum thereof, shall be recorded against the subject Property in the official records of the County of El Dorado.

27. Recording Conditions, Covenants and Restriction. This Agreement shall run with and burden the Property and on terms, conditions, exceptions, obligations, reservations and restrictions hereby imposed, shall be deemed covenants and restrictions running with the land, and shall be effective limitations on the use of the Property from the date of recordation of this document and shall bind the Developer and all its successors in interest and assigns.

28. Indemnity. To the fullest extent permitted by law, Developer and its successors in interest, shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Developer or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Developer to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

29. Waiver. No waiver by the County of any breach of or default under this Agreement shall be deemed to be a waiver of any other or subsequent breach thereto or default hereunder.

30. Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Agreement.

31. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

32. Notice. Written notices and other written communications by and between the parties hereto shall be addressed as set forth below unless and until a party hereto has, in writing, communicated a different address to the other party hereto.

To County:

County of El Dorado
Long Range Planning / HCED Program
2850 Fairlane Court, Bldg. C
Placerville, CA 95667
Phone: (530) 621-5355
Email: _planning@edcgov.us

To Developer:

Diamond Village Apartments, LP _____

Attention: _____
Phone: (____) ____ - ____
Email: _____

With a copy to: _____

Attention: _____
Phone: _____
Email: _____

33. Attorneys' Fees. The prevailing party in any action to enforce this Agreement shall be entitled to reasonable attorneys' fees and costs as determined by the trier of fact in that forum.

34. Venue. If either party to this Regulatory Agreement initiates any legal or equitable action to enforce the terms of this Regulatory Agreement, to declare the rights of the parties under this Regulatory Agreement, or which relates to this Regulatory Agreement in any manner, the County and the Developer agree that the proper venue for any such action is the Superior Court of the State of California of and for the County of El Dorado.

35. Special Conditions. The parties acknowledge that there are no special conditions imposed.

36. Contract Administration. The County Planning and Building Department Director, or designee, shall have authority to issue interpretations, approvals, waivers, and amendments, relating to this Agreement that do not change the material terms of the Agreement. All other waivers or amendments shall require the written consent of the County Chief Administrative Officer. Approval by the County as required in this Agreement shall be approval by the County Planning and Building Department Director, or designee, unless specifically stated otherwise.

37. Authorized Signature. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

38. Exhibits. The Exhibits to this Agreement, as itemized below, are attached hereto and incorporated herein:

- Exhibit A: Legal Description of Property
- Exhibit B: Insurance Requirements
- Exhibit C: Construction Phasing Plan

(Signatures on Following Page)

WITNESS, the County and the Developer have executed this Agreement as of the date first above written.

DEVELOPER

DIAMOND VILLAGE APARTMENTS LP
a California Limited Partnership

By: _____,
Name: Sergei Oleshko,
Trustee, SNO Foundation
Its Administrative General Partner

By: _____,
Name: Robert W. Lang,
PSCDC Diamond Valley LLC
Its Managing General Partner

[Signatures Continued on Following Page]

County

County OF El Dorado,
a political subdivision of the State of California

By: _____
Name: Karen L. Garner
Title: Planning and Building Department Director

[Notary Acknowledgments on Following Pages]

NOTARY ACKNOWLEDGMENTS

[SEE ATTACHED]

Exhibit "A" to Regulatory Agreement

REAL PROPERTY DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE
UNINCORPORATED AREA OF THE COUNTY OF EL DORADO, STATE OF
CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

[Property Description here]

APN 051-461-XXX

Commonly known as 6035 Service Drive, Diamond Springs, California 95619.

Exhibit “B” to Regulatory Agreement

INSURANCE REQUIREMENTS

At close of escrow, the California Department of Housing and Community Development (the “Department”) and County of El Dorado (the “County”) must receive a one-year prepaid Certificate of Insurance policy (or a binder followed by a certificate within 30 days of loan closing).

Prior to construction loan closing, the Borrower shall procure and maintain, and provide proof of, all required insurance coverage during the term of the construction loan. Such insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Borrower, his agents, representatives, employees, contractors or subcontractors. All required evidence of insurance coverage must be in the form of a certificate of insurance and policy endorsements acceptable to the Department Home Investment Partnerships Program and the County.

All insurance certificates must include the following:

- NAIC # for each insurer affording coverage
- Project Name
- Project Address
- Insurance Contact Information, including name and telephone number

The Department should be identified on all insurance documents as follows:

The Department of Housing and Community Development
Community Development Block Grant Program (CDBG)
P.O. Box 952054
Sacramento, CA 94252-2054

The County should be identified on all insurance documents as follows:

El Dorado County
c/o Planning and Building Department, HCED
2850 Fair Lane Court, Bldg. C
Placerville, CA 95667

Acceptability of Insurers

Insurance must be placed with insurers with a current A.M. Best rating of no less than A:VII. In the event the insurer’s A.M. Best rate declines below an A:VII rating, Borrower is required to provide a replacement policy from another acceptable insurer within 10 business days.

MINIMUM SCOPE OF INSURANCE AND MINIMUM LIMITS OF INSURANCE

Borrower's Insurance Requirements

Borrower's insurance shall include all contractors as insureds under its policies or shall furnish separate certificates and endorsements for the general contractor to the Department and County for review and approval. Borrower shall have insurance coverage that shall be at least as broad as:

1. Commercial General Liability Insurance - Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

General Liability: \$1,000,000 per occurrence (or \$2,000,000 per occurrence for buildings with elevators) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage for products and completed operations must remain in force for at least twelve (12) months following acceptance of the work by the Department.

California Department of Housing and Community Development and the County of El Dorado to be named as both additional insureds and as certificate holders.

2. Owners and Contractors Protective Liability Insurance - Insurance Services Office Form (G0009 11 88 Owners and Contractors Protective Liability Coverage Form - Coverage for Operations of Designated Contractor).

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

California Department of Housing and Community Development and the County of El Dorado to be named as both additional insureds and as certificate holders.

3. Automobile Liability Insurance - Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). An entity without autos should have "non owned and hired" coverage.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. An entity without autos shall provide proof of "non owned and hired" coverage.

California Department of Housing and Community Development and the County of El Dorado to be named as both additional insureds and as certificate holders.

4. Workers' Compensation Insurance - Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Workers' Compensation: Statutory Limits

Any entity without employees needs to provide written statement stating that they do not have any employees.

California Department of Housing and Community Development and the County of El Dorado to be named as certificate holders.

5. Course of Construction/Builder's Risk Insurance - Course of Construction insurance covering all risks of loss less policy exclusions on the structure, materials on and offsite, and materials in transit.

Course of Construction: Completed value of the project with no coinsurance penalty provisions.

Course of Construction/Builder's Risk Insurance must be provided on an "all risk" basis insuring the interests of the Department, the County, the Borrower, contractors and material suppliers. The Borrower shall be responsible for any loss within the deductible amount of the insurance.

Course of Construction policies shall contain the following provisions:

- A. California Department of Housing and Community Development and the County of El Dorado shall be named as Loss Payees with a 438BFU endorsement provided.
- B. The insurer shall waive all rights of subrogation against the Department or the County.
- C. A "Permit to Occupy" endorsement, or coverage, shall be included.

Contractor's Insurance Requirement

All coverages for general contractors shall be subject to all of the same requirements as the Borrower for the following insurance requirements:

1. Commercial General Liability Insurance - Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage for products and completed operations must remain in force for at least twelve (12) months following acceptance of the work by the Department.

California Department of Housing and Community Development and the County of El Dorado to be named as both additional insureds and as certificate holders.

2. Automobile Liability Insurance - Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). An entity without autos should have “non owned and hired” coverage.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. An entity without autos shall provide proof of “non owned and hired” coverage.

California Department of Housing and Community Development and the County of El Dorado to be named as both additional insureds and as certificate holders.

3. Workers’ Compensation Insurance - Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

Workers’ Compensation: Statutory Limits

Any entity without employees needs to provide written statement stating that they do not have any employees.

California Department of Housing and Community Development and the County of El Dorado to be named as certificate holders.

Architect, Engineer and Other Licensed Professionals Insurance Requirements

All architects, Engineers and other licensed professionals shall be registered to practice within the State of California. A California licensed Architect is required on all projects with 16 units or more. For smaller developments, a licensed engineer may be acceptable.

All coverages for Architects, Engineers and subcontractors shall provide:

Errors & Omissions Insurance or Professional Liability Insurance for no less than \$1,000,000 per occurrence.

Commercial General Liability Insurance - Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage for products and completed operations must remain in force for at least twelve (12) months following acceptance of the work by the Department.

California Department of Housing and Community Development and the County of El Dorado to be named as both additional insureds and as certificate holders.

2. Automobile Liability Insurance - Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). An entity without autos should have “non owned and hired” coverage.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. An entity without autos shall provide proof of “non owned and hired” coverage.

California Department of Housing and Community Development and the County of El Dorado to be named as both additional insureds and as certificate holders.

3. Workers’ Compensation Insurance - Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

Workers’ Compensation: Statutory Limits

Any entity without employees needs to provide written statement stating that they do not have any employees.

California Department of Housing and Community Development and the County of El Dorado to be named as certificate holders.

Deductibles and Self-Insured Retentions

Any deductibles in excess of \$5,000 must be declared and approved by the Department. In addition, the Borrower shall provide a financial guarantee satisfactory to the Department for the payment of any resulting losses and related investigations, claim administration and defense expenses.

Verification of Coverage

Borrower shall provide the Department and the County with original certificates and amendatory endorsements for all required insurance coverage, in a form and substance acceptable to the Department prior to the closing of the construction loan and prior to the commencement of construction. The Department and/or County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Such coverage will be required until the final retention payment is released.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. California Department of Housing and Community Development, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Borrower; and with respect to liability arising out of work or operations performed by or on behalf of the Borrower including materials, parts or equipment furnished in connection with such work or operations.
2. County of El Dorado, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Borrower; and with respect to liability arising out of work or operations performed by or on behalf of the Borrower including materials, parts or equipment furnished in connection with such work or operations.
3. For any claims related to this project, the Borrower's insurance coverage shall be primary insurance as respects the Department and/or the County, their officers, officials, employees, and volunteers.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Department and the County.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Railroad Protective Liability Insurance

Any exclusion or reduction in coverage due to the project's location at or near a railroad must be removed, or the Borrower shall obtain a separate Railroad Protective Liability policy acceptable to the Department.

Pollution Legal Liability Insurance

If Pollution Legal Liability coverage is required, Borrower shall obtain for the duration of the contract and for 24 months following acceptance by the Department, Pollution Legal Liability Insurance as respects services or operations under this agreement. Extended discovery period must be no less than 24 months.

Flood Coverage

If the Department determines that Flood insurance is required, Borrower shall obtain such coverage for the duration of the contract in an amount equivalent to the lesser of:

- the completed value of the project,
- the maximum amount allowed for the property under the National Flood Insurance Program (NFIP), or
- the outstanding balance of the loan.

Free Recording in accordance with
California Government Code
Section 6103 and 27383

Recording requesting by,
and when recorded mail to:
El Dorado County
Planning and Building Department
ATTN: HCED
2850 Fair Lane Court, Bldg. C
Placerville, CA 95667

Space above this line for Recorder's use

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
DEED OF TRUST,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND
FIXTURE FILING
(Acquisition and Administration of Real Property for Multifamily Housing Project)
LOAN NUMBER 21-CDBG-HKXXXX

THIS DEED OF TRUST is dated as of _____, 2022, and is made by Diamond Village Apartment LP, a California Limited Partnership with its principal office at 16935 W Bernardo Drive, Suite 238, San Diego, CA 92127 ("Borrower"), to _____ Title Company, a California corporation, as trustee (the "Trustee"), whose address is _____, for the benefit of the County of El Dorado, a political subdivision of the State of California (the "Beneficiary" or "Lender"), whose address is 2850 Fair Lane Court, Bldg. C, Placerville, CA 95667.

A. Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, conveys, transfers and assigns to Trustee, in trust, with power of sale and right of entry and possession, all of Borrower's rights, title and interest now held or hereafter acquired in and to the following: (1) All of that certain real property located at 6035 Service Drive, Diamond Springs, County of El Dorado, California 95619, identified by Assessor's parcel numbers 051-461-xxx, County of El Dorado, and more fully described in Exhibit A, attached hereto and made a part hereof (the "Property"); (2) All buildings, improvements and fixtures now or hereafter erected thereon, and all appurtenances, easements, and articles of property now or hereafter affixed to, placed upon or used in connection with the Property and owned by Borrower or in which Borrower has an interest; (3) All rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures, including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating equipment, cabinets, mantels, refrigerating

CDBG Deed of Trust
Prep: 12-29-21
Dev.: Diamond Village Apartment LP
Contract No.: 21-CDBG-HKXXXX

plant and refrigerators, whether mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, Venetian blinds and other furnishings, now or hereafter attached to the Property; and (4) all accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds arising from or related to the Property; together with all replacements, proceeds, additions and accessions to the foregoing, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said Property are herein referred to as the "Property and Improvements." The listing of specific rights or property shall not be interpreted as a limit of the general terms of this Deed of Trust.

B. The interests herein conveyed are for the purpose of securing to Lender (1) the repayment of the indebtedness evidenced by Borrower's note dated on or about even date herewith, in the principal sum of One Million Four Hundred Ninety Eight Thousand And 00/100 Dollars (\$ \$1,498,000) (the "Note"), or such lesser amount as shall equal the aggregate amount disbursed to Borrower by Beneficiary, together with interest thereon according to the terms of the Note, and any and all amendments, modifications, extensions or renewals of the Note; (2) the performance of the covenants and agreements of Borrower herein contained, or contained in the Note, the Standard Agreement between Beneficiary and the California Department of Housing and Community Development dated _____, 2022 (the "Standard Agreement"), the Regulatory Agreement by and between the Borrower and Beneficiary dated on or about even date herewith (the "Regulatory Agreement"); and (3) any other obligation of Borrower to Beneficiary now or hereafter created, whether acquired by assignment from third parties or otherwise, where such obligation specifically recites that it is secured by this Deed of Trust.

1. The Note is evidence of the loan made by Beneficiary to Borrower (the "CDBG Loan") pursuant to the Community Development Block Grant ("CDBG Program") for the construction of an 81-unit rental project located at 6035 Service Drive, Diamond Springs, County of El Dorado, California 95619, identified by Assessor's parcel numbers 051-461-059, County of El Dorado (the "Project").

2. The CDBG Loan is further subject to the provisions of the Standard Agreement, and the Regulatory Agreement (collectively, the "Loan Documents"). The Loan Documents, among other things, govern, regulate and restrict development and construction of the Project.

C. Borrower covenants that Borrower has the right to grant and convey the Property and Improvements, and that Borrower will warrant and defend generally the title of the Property and Improvements against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest, on the indebtedness evidenced by the Note. All payments received by Lender under the Note shall be applied by Lender first to interest payable on the Note,

and second to principal due on the Note, except for the last payment which is due at the end of the term and shall be any outstanding principal balance of the Note and any interest accrued but not yet paid.

2. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this Paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall pay when due all encumbrances, charges and liens, with interest in accordance with the term thereof, on the Property or any portion which are inferior or superior to this Deed of Trust. Borrower shall have the right to contest, in good faith, any claim or lien provided that Borrower does so in a diligent manner, without prejudice to the Lender, and without any delays in the completion of the construction work. Borrower shall provide a bond or surety satisfactory to Lender in an amount adequate, as determined by Lender, to cover any amounts disputed by the Borrower.

3. Hazard Insurance.

a. Borrower shall keep the improvements now existing or hereafter erected or placed on the Property, insured against loss of fire or flood, as required, or hazards under a policy approved by Lender and which provides "special form" coverage in an amount at least equal to the replacement value of the structure. In addition, Borrower shall insure against loss all furniture, equipment, and other personal property owned by Borrower related to the operation of the Property as a residential facility. The foregoing requirements shall apply to any and all structures now or hereafter placed on the Property.

b. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier, or in a manner agreed to by the Lender.

c. All insurance policies and renewals thereof shall be with loss payable to the Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

d. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, provided such restoration or repair is economically feasible and the security of

this Deed of Trust is not hereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, subject to the rights of senior lienholders, if any, the insurance proceeds shall be applied to the sums secured by this Deed of Trust with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

e. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payment or payments specified in the Note or change the amount of such payments. If under Paragraph 19 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

f. In the event the Borrower fails to maintain insurance coverage, Lender may purchase insurance in such amounts and in such coverages as it may elect and all amounts paid therefore shall become part of the principal of the loan and shall be secured by this Deed of Trust. Purchase of insurance by the Lender shall not be considered a waiver of any right to appropriate remedies under this Deed of Trust.

4. Liability Insurance. Borrower shall keep general liability insurance for the Property and Improvements in the amount and type as required by Lender. The insurance carrier shall be chosen by the Borrower subject to approval by the Lender; provided, that such approval shall not be unreasonably withheld. All premiums shall be paid by Borrower. Lender shall be named as an additional loss payee.

5. Preservation and Maintenance of Property. Borrower agrees: (a) to keep the Property and Improvements in decent, safe, sanitary and tenantable condition and repair and permit no waste thereon or thereto; (b) not to commit or suffer to be done or exist on or about the Property or Improvements any condition causing the Property to become less valuable; (c) not to construct any buildings or improvements on the Property other than the buildings and improvements contemplated by the Loan Documents or add to, remove, demolish or structurally alter any buildings and improvements now or hereinafter located on the Property other than as contemplated by the Loan Documents; (d) to repair, restore, or rebuild promptly any buildings or improvements on the Property which may become damaged or be destroyed while subject to the lien of this Deed of Trust; (e) to comply with all applicable laws, ordinances and governmental regulations affecting the Property or Improvements, or requiring any alteration or improvement thereof, and not to suffer or

permit any violations of any such law, ordinance or governmental regulation, nor any covenant, condition or restriction affecting the Property; (f) not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property or Improvements without the Lender's prior written consent; and (g) not to alter the use of all or any part of the Property without prior written consent of Lender.

6. Protection of Lender's Security.

a. Borrower shall appear and defend any action or proceeding purporting to affect the security hereof or the rights of the Lender. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property or Improvements, including, but not limited to, foreclosure, involuntary sale, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or descent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

b. Any amounts disbursed by Lender pursuant to this Paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the legal rate of interest. Nothing contained in this Paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon any inspections of the Property, provided that Lender shall give Borrower and occupant reasonable notice prior to any such inspection.

8. Condemnation.

a. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the rights of senior lienholders. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, subject to any claims of prior lienholders, with the excess, if any, paid to Borrower. In the event of the partial taking of the Property, unless Borrower and Lender otherwise agree in writing, and subject to any claims of prior lienholders, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking

bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

b. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

c. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of payment or payments specified in the Note or change the amount of such payments.

9. Awards and Damages. All judgments, awards of damages, settlements, claims paid and compensation made in connection with or in lieu of (a) taking of all or any part of or any interest in the Property or Improvements by or under assertion of the power of eminent domain, (b) any damage to or destruction of the Property or Improvements or any part thereof by insured casualty, and (c) any other taking, injury or damage to all or any part of the Property or Improvements, are hereby assigned to and shall be paid to the Lender. The Lender is authorized and empowered (but not required) to collect and receive any such sums and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Lender shall determine at its option. The Lender shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Lender may be released to Borrower upon such conditions as the Lender may impose for its disposition. Application of all or any part of the amounts collected and received by the Lender or the release thereof shall not cure or waive any default under this Deed of Trust. Any and all rights granted to Lender by this Paragraph shall specifically be subject to the rights of the holders of senior liens and encumbrances approved by Lender.

10. Uniform Commercial Code Security Agreement, Financing Statement and Fixture Filing.

a. This Deed of Trust is a security agreement and financing statement under the Uniform Commercial Code for the benefit of Lender as secured party for any of the items specified above as part of the Property or Improvements which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. This Deed of Trust is filed as a fixture filing and covers goods which are or are to become fixtures. The address of the principal place of business of Lender

(secured party) from which information concerning the security interest may be obtained and the mailing address of Borrower (debtor) are set forth in this Deed of Trust. The types or items of collateral are described in Paragraph A of this Deed of Trust. Borrower agrees that the Lender may file any appropriate document in the appropriate index as a financing statement for any of the items specified above as part of the Property or Improvements. In addition, Borrower agrees to execute and deliver to the Lender, upon the Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as the Lender may require to perfect a security interest with respect to said items. Borrower also agrees to execute and deliver to Lender, upon Lender's request, any and all documents in such form as the Lender may require to perfect a security interest in any structure placed on the property. Borrower shall pay all costs of filing such financing statements or recording Lender's legal interest in any structure, and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record or title searches for financing statements, liens, and releases thereof, as the Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto, except as otherwise expressly permitted by Lender. Upon an acceleration as provided in Paragraph 19 hereof, the Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at the Lender's option, may also invoke the other remedies provided in this Deed of Trust, in the Note and in Loan Documents as to such items. In exercising any of said remedies, the Lender may proceed against the items of real property and any items of personal property specified above as part of the Property and Improvements separately or together and in any order whatsoever, without in any way affecting the availability of the Lender's rights or remedies under the Uniform Commercial Code or of the other remedies provided in this Deed of Trust, in the Note, in the Loan Documents, or by law.

b. Borrower agrees that the filing of any financing statement in the records normally having to do with personal property shall not be construed as in any way derogating from or impairing this Deed of Trust and the intention of the parties hereto that those portions of the Property and Improvements herein declared part of the real estate are, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether any such item is physically attached to the Property or any such item is referred to or reflected in any such financing statement so filed at any time.

c. Similarly, the mention in any such financing statement of (1) compensation for damage to or destruction of the Property or Improvements by insured casualty, or (2) any judgment, award, or other compensation for a taking of the Property and/or Improvements by eminent domain, or (3) the rents, royalties, issues, accounts and profits of the Property and Improvements under

leases, shall never be construed as in any way altering any of the Lender's rights as determined by this Deed of Trust or impugning the priority of the Lender's lien granted hereby or by any other recorded document, but such mention in the financing statement is declared to be for the protection of the Lender in the event that any court or judge shall at any time hold with respect to (1), (2), or (3) of this Paragraph that notice of the Lender's priority of interest to be effective against a particular class of person, including without limitation the federal government or any subdivision or entity thereof, must be filed as provided for in the Uniform Commercial Code.

11. Borrower Not Released. Extension of the time for payment of the sums secured by this Deed of Trust granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment by reason of any demand made by the original Borrower or Borrower's successors in interest.

12. Forbearance by Lender not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

13. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

14. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

15. Notice. Except for any notice required under applicable law to be given in another manner, any notices, demands and communications between the Lender and the Borrower shall be sufficiently given if, and shall not deemed given unless dispatched by certified mail, postage prepaid, return receipt requested or delivered by express delivery service with the delivery receipt, to the address of the Lender shown below. Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered, the date on which delivery was refused, or the date upon which delivery was attempted. For the purposes of this section the address of the Lender is:

El Dorado County
Planning and Building Department
ATTN: HCED
2850 Fair Lane Court, Bldg. C
Placerville, CA 95667

Either the Borrower or Lender may designate another address for service of notices, demands or other communications by notice to the other party in the manner provided herein.

16. Governing Law; Severability. This Deed of Trust shall be governed by the laws of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, except as set forth in the Note and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

17. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

18. Transfer of the Property; Assumption.

a. If all or any part of the Property or Improvements, or an interest therein, is sold or transferred by Borrower without Lender's prior written consent, excluding exceptions set forth in the Note or Regulatory Agreement, if any, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property or Improvement is to be sold or transferred reach agreement in writing that the loan may be assumed. If Lender has waived the option to accelerate provided in this Paragraph and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

b. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Paragraph 15 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 19 hereof.

19. Acceleration; Remedies.

a. Except as provided in Paragraph 18 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, the Note, including the covenants to pay when due any sums secured by this Deed of Trust, or the Loan Documents, Lender shall mail notice to Borrower as provided in Paragraph 15 hereof specifying: (a) the breach; (b) the action required to cure such breach; (c) a date, no less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property and Improvements. However, in the event of a nonmonetary breach which cannot reasonably be cured within the time period set forth in such notice, the loan may not be accelerated hereunder if within said designated time period Borrower has given written notice to Lender of Borrower's intention to cure said breach, has commenced to cure such breach and has diligently prosecuted and effected such cure which shall be completed no later than 60 days from the date notice of such breach is given. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect from the Borrower, or sale proceeds, if any, all reasonable costs and expenses incurred in pursuing the remedies provided in this Paragraph, including, but not limited to, reasonable attorneys' fees.

b. If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property and Improvements to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property and Improvements at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property and Improvements at any sale.

c. Trustee shall deliver to the purchaser Trustee's deed conveying the Property and Improvements so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (1) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (2) to all sums secured by this Deed of Trust; and (3) the excess, if any, to the person or persons legally entitled thereto as determined by Trustee.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession.

a. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property and Improvements, provided that Borrower shall, prior to acceleration under Paragraph 19 hereof or abandonment of the Property, have the right to collect such rents as they become due and use them in accordance with the provisions of the Loan Documents.

b. Upon acceleration under Paragraph 19 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and Improvements and to collect the rents of the Property and Improvements including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and Improvements and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received. The provisions of this Paragraph and Paragraph 19 shall operate subject to the claims of prior lienholders.

21. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and Improvements and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property and Improvements without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. The recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

22. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property and Improvements, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

23. Request for Notice. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address.

24. Statement of Obligation. Lender may collect a fee not to exceed \$25 for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

25. Use of Property. Borrower shall not permit or suffer the use of any of the Property or Improvements for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.

26. Regulatory Agreement Controls. In the event of any inconsistencies between the terms set forth in the Regulatory Agreement and the terms of this Deed of Trust, the terms of the Regulatory Agreement shall control.

27. Tax Credit Requirement. Notwithstanding anything to the contrary contained herein or in any documents secured by this deed of trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the property encumbered by this deed of trust, the following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986, as amended ("Code"), shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the regulatory agreement with the California Tax Credit Allocation Committee, (i) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

28. Authorized Signature. The Borrower and the undersigned individuals hereby represent that the undersigned individuals executing this Agreement on Borrower's behalf are fully authorized to do so by law or other appropriate instrument and to bind upon Borrower the obligations set forth herein.

(Signatures on Following Page)

=

In Witness Whereof, Borrower has executed this Deed of Trust on the date first set forth above.

BORROWER

*Diamond Village Apartment LP,
a California Limited Partnership*

By: _____,
Name: Sergei Oleshko,
Trustee, SNO Foundation
Its Administrative General Partner

By: _____,
Name: Robert W. Lang,
PSCDC Diamond Valley LLC
Its Managing General Partner

BORROWER'S ADDRESS

*16935 W Bernardo Drive, Suite 238,
San Diego, CA 92127*

All signatures must be acknowledged

**EXHIBIT A
TO DEED OF TRUST
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF EL DORADO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

[Property Description here]

APN 051-461-XXX

Commonly known as 6035 Service Drive, Diamond Springs, California 95619.

Sources-Uses

Residential Budget			Permanent Sources of Funds													11/30/21				
USES OF FUNDS	Total Project Costs (Residential & Commercial)	Total Residential Cost/Sources	HCD Accelerator Loan	HCD-CDBG (\$1,498,000)	HCD-HIG (\$855,623)	HCD-MHP (\$7,500,000)	Impact Fee Waiver (\$1,065,474)	Perm Loan (\$5.5M)		Other Source Name:	Other Source Name:	Other Source Name:	Other Source Name:	Deferred Developer Fees	Developer Fee Contribution	GP Equity	Total Commercial Cost/Sources	Commercial Sources		
																		Source Name:	Source Name:	
LAND COST/ACQUISITION																				
Land Cost or Value	\$1,400,000	\$1,400,000		\$1,400,000																
Demolition	\$0	\$0																		
Legal	\$0	\$0																		
Land Lease Rent Prepayment	\$0	\$0																		
Total Land Cost or Value	\$1,400,000	\$1,400,000	\$0	\$1,400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Existing Improvements Cost or Value	\$0	\$0																		
Off-Site Improvements	\$1,155,623	\$1,155,623			\$855,623	\$300,000														
Total Acquisition Cost	\$1,155,623	\$1,155,623	\$0	\$0	\$855,623	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Land Cost / Acquisition Cost	\$2,555,623	\$2,555,623	\$0	\$1,400,000	\$855,623	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Predevelopment Interest/Holding Cost Assumed; Accrued Interest on Existing Debt (Rehab/Asq)	\$369,924	\$369,924		\$98,000		\$271,924														
Excess Purchase Price Over Appraisal	\$0	\$0																		
REHABILITATION																				
Site Work	\$0	\$0																		
Structures	\$0	\$0																		
General Requirements	\$0	\$0																		
Contractor Overhead	\$0	\$0																		
Contractor Profit	\$0	\$0																		
Prevailing Wages	\$0	\$0																		
General Liability Insurance	\$0	\$0																		
Other: (Specify)	\$0	\$0																		
Other: (Specify)	\$0	\$0																		
Other: (Specify)	\$0	\$0																		
Other: (Specify)	\$0	\$0																		
Total Rehabilitation Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Relocation Expenses	\$0	\$0																		
NEW CONSTRUCTION																				
Site Work	\$4,800,000	\$4,800,000	\$4,800,000																	
Structures	\$24,322,924	\$24,322,924	\$17,394,848			\$6,928,076														
General Requirements	\$1,772,406	\$1,772,406	\$1,772,406																	
Contractor Overhead	\$590,802	\$590,802	\$590,802																	
Contractor Profit	\$1,772,406	\$1,772,406	\$1,772,406																	
Prevailing Wages	\$0	\$0																		
General Liability Insurance	\$0	\$0																		
SubContractor Bonds	\$174,566	\$174,566	\$174,566																	
General Liability Insurance	\$226,996	\$226,996	\$226,996																	
Other: (Specify)	\$0	\$0																		
Other: (Specify)	\$0	\$0																		
Total New Construction Costs	\$33,660,100	\$33,660,100	\$26,732,024	\$0	\$0	\$6,928,076	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ARCHITECTURAL FEES																				
Design	\$970,000	\$970,000	\$970,000																	
Supervision	\$0	\$0																		
Total Architectural Costs	\$970,000	\$970,000	\$970,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Survey & Engineering	\$140,000	\$140,000	\$140,000																	
CONSTRUCTION INTEREST & FEES																				
Construction Loan Interest	\$1,582,658	\$1,582,658						\$1,582,658												
Origination Fee	\$369,611	\$369,611						\$369,611												
Credit Enhancement/Application Fee	\$0	\$0																		
Bond Premium	\$0	\$0																		
Cost of Issuance	\$0	\$0																		
Title & Recording	\$25,000	\$25,000						\$25,000												
Taxes	\$12,000	\$12,000						\$12,000												
Insurance	\$238,600	\$238,600						\$238,600												
Bank Due Diligence	\$25,000	\$25,000						\$25,000												
Other: (Specify)	\$0	\$0																		
Other: (Specify)	\$0	\$0																		
Total Construction Interest & Fees	\$2,252,869	\$2,252,869	\$0	\$0	\$0	\$0	\$0	\$2,252,869	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PERMANENT FINANCING																				
Loan Origination Fee	\$44,000	\$44,000						\$44,000												
Credit Enhancement/Application Fee	\$0	\$0																		
Title & Recording	\$10,000	\$10,000						\$10,000												
Taxes	\$0	\$0																		
Insurance	\$0	\$0						\$0												
Other: (Specify)	\$0	\$0																		
Other: (Specify)	\$0	\$0																		
Total Permanent Financing Costs	\$54,000	\$54,000	\$0	\$0	\$0	\$0	\$0	\$54,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTALS FORWARD	\$40,002,516	\$40,002,516	\$27,842,024	\$1,498,000	\$855,623	\$7,500,000	\$0	\$2,306,869	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LEGAL FEES																				
Legal Paid by Applicant	\$230,479	\$230,479						\$230,479												
Legal Other	\$100,000	\$100,000						\$100,000												
Other: (Specify)	\$0	\$0																		
Other: (Specify)	\$0	\$0																		
Other: (Specify)	\$0	\$0																		
Total Attorney Costs	\$330,479	\$330,479	\$0	\$0	\$0	\$0	\$0	\$330,479	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RESERVES																				
Operating Reserve	\$261,379	\$261,379						\$261,379												
Replacement Reserve	\$0	\$0																		
Transition Reserve	\$0	\$0																		
Rent Reserve	\$0	\$0																		
Other: (Specify)	\$0	\$0																		
Other: (Specify)	\$0	\$0																		
Other: (Specify)	\$0	\$0																		

Total Reserve Costs	\$261,379	\$261,379	\$0	\$0	\$0	\$0	\$0	\$0	\$261,379	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY COSTS																			
Construction Hard Cost Contingency	\$1,766,603	\$1,766,603	\$1,396,579						\$370,024									\$0	
Soft Cost Contingency	\$361,284	\$361,284							\$361,284									\$0	
Total Contingency Costs	\$2,127,887	\$2,127,887	\$1,396,579	\$0	\$0	\$0	\$0	\$0	\$731,308	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER PROJECT COSTS																			
TCAC App	\$0	\$0																\$0	
Environmental Audit	\$25,000	\$25,000							\$25,000									\$0	
Local Development Impact Fees	\$1,863,000	\$1,863,000						\$1,065,474	\$797,526									\$0	
Permit Processing Fees	\$345,307	\$345,307							\$345,307									\$0	
Capital Fees	\$0	\$0																\$0	
Marketing	\$107,006	\$107,006							\$107,006									\$0	
Furnishings	\$80,000	\$80,000							\$80,000									\$0	
Market Study	\$10,000	\$10,000							\$10,000									\$0	
Accounting/Reimbursable	\$32,000	\$32,000							\$32,000									\$0	
Appraisal Costs	\$15,000	\$15,000							\$15,000									\$0	
Financial Consulting	\$343,126	\$343,126							\$343,126									\$0	
Final Cost Audit	\$15,000	\$15,000							\$15,000									\$0	
Applications Consultant	\$100,000	\$100,000							\$100,000									\$0	
Other: (Specify)	\$0	\$0																\$0	
Other: (Specify)	\$0	\$0																\$0	
Other: (Specify)	\$0	\$0																\$0	
Total Other Costs	\$2,935,439	\$2,935,439	\$0	\$0	\$0	\$0	\$0	\$1,065,474	\$1,869,965	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL PROJECT COST	\$45,657,700	\$45,657,700	\$29,238,603	\$1,498,000	\$855,623	\$7,500,000	\$1,065,474	\$5,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DEVELOPER COSTS																			
Developer Overhead/Profit	\$0	\$0																\$0	
Consultant/Processing Agent	\$0	\$0																\$0	
Project Administration	\$0	\$0																\$0	
Broker Fees Paid to a Related Party	\$0	\$0																\$0	
Construction Oversight by Developer	\$0	\$0																\$0	
Developer Overhead/Profit	\$2,200,000	\$2,200,000	\$2,200,000															\$0	
Total Developer Costs	\$2,200,000	\$2,200,000	\$2,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT COST	\$47,857,700	\$47,857,700	\$31,438,603	\$1,498,000	\$855,623	\$7,500,000	\$1,065,474	\$5,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Comments and explanation of basis changes or other general comments:																			
End of Document																			

Annual Income And Expenses						
EMPLOYEE INFORMATION						
No.	FTE	Employee Job Title	Salary / Wages	Value of Free Rent	Unit / Year	Unit/Year/Mo
1	1.00	On-Site Manager(s)	\$39,720	\$0	\$490	\$41
		On-Site Assistant Manager(s)	\$0	\$0	\$0	\$0
1	1.00	Supportive Services Staff Supervisor(s)	\$0		\$0	\$0
		Supportive Services Coordinator, On-Site	\$0		\$0	\$0
		Other Supportive Services Staff (inc. Case Manager)	\$0		\$0	\$0
2	1.50	On-Site Maintenance Employee(s)	\$46,160	\$0	\$570	\$47
		On-Site Leasing Agent/Administrative Employee(s)	\$0	\$0	\$0	\$0
		On-Site Security Employee(s)	\$0	\$0	\$0	\$0
		Other Wellness Coordinator	\$0	\$0	\$0	\$0
		Other (Specify)	\$0	\$0	\$0	\$0
Total Salaries and Value of Free Rent Units			\$85,880	\$0	\$1,060	\$88
6711		Payroll Taxes	\$8,040			
6722		Workers Compensation	\$8,987		Total Units in Project	
6723		Employee Benefits	\$16,062		81	
Employee(s) Payroll Taxes, Workers Comp. & Benefits			\$33,089			
Total Employee(s) Expenses			\$118,969			
EMPLOYEE UNITS						
Income Limit	Job Title(s) of Employee(s) Living On-Site		Unit Type (No. of Units)	Square Footage		
None	On-Site Manager(s)					
Total Square Footage				0		
ANNUAL OPERATING BUDGET						
Acct. No.	Revenue - Income		Residential	Commercial	Unit/Year	Unit/Year/Mo
5120/5140	Rent Revenue - Gross Potential			\$0		
	Restricted Unit Rents		\$879,120		\$10,853	\$904
	Unrestricted Unit Rents		\$0		\$0	\$0
5121	Tenant Assistance Payments					
	Source:		\$0		\$0	\$0
	Source:		\$0		\$0	\$0
	Source:		\$0		\$0	\$0
	Source:		\$0		\$0	\$0
	Other Operating Subsidy: (Specify)		\$0	\$0	\$0	\$0
5910	Laundry and Vending Revenue		\$7,776		\$96	\$8
5170	Garage and Parking Spaces		\$0	\$0	\$0	\$0
5990	Miscellaneous Rent Revenue		\$0	\$0	\$0	\$0
Gross Potential Income (GPI)			\$886,896	\$0	\$10,949	\$912
	Vacancy Rate: Restricted Units		5.0%		\$0	\$0
	Vacancy Rate: Unrestricted Units		5.0%		\$0	\$0
	Vacancy Rate: Tenant Assistance Payments		5.0%		\$0	\$0
	Vacancy Rate: Other Operating Subsidy: (Specify)		5.0%		\$0	\$0
	Vacancy Rate: Laundry & Vending & Other Income		5.0%		\$0	\$0
	Vacancy Rate: Commercial Income			50.0%		
5220/5240	Vacancy Loss(es)		\$44,345	\$0	\$547	\$46
Effective Gross Income (EGI)			\$842,551	\$0	\$10,402	\$867
Acct. No.	Operating Expenses		Residential	Commercial	Unit/Year	Unit/Year/Mo
Administrative Expenses: 6200/6300						
6203	Conventions and Meetings		\$0	\$0	\$0	\$0
6210	Advertising and Marketing		\$80	\$0	\$1	\$0
6250	Other Renting Expenses		\$0	\$0	\$0	\$0
6310	Office/Administrative Salaries -- from above		\$0	\$0	\$0	\$0
6311	Office Expenses		\$14,424	\$0	\$178	\$15
6312	Office or Model Apartment Rent		\$0	\$0	\$0	\$0
6320	Management Fee		\$51,840	\$0	\$640	\$53
6330	Site/Resident Manager(s) Salaries -- from above		\$39,720	\$0	\$490	\$41
6331	Administrative Free Rent Unit -- from above		\$0	\$0	\$0	\$0
6340	Legal Expense -- Project		\$2,533	\$0	\$31	\$3
6350	Audit Expense		\$7,333	\$0	\$91	\$8
6351	Bookkeeping Fees/Accounting Services		\$0	\$0	\$0	\$0
6390	Miscellaneous Administrative Expenses		\$400	\$0	\$5	\$0
6263T	Total Administrative Expenses		\$116,330	\$0	\$1,436	\$120
Utilities Expenses: 6400			Residential	Commercial	Unit/Year	Unit/Year/Mo

Cash Flow

CASH FLOW after COSR		44,613	49,189	53,726	58,216	62,653	67,029	71,338	75,569	79,717	83,770	87,720	91,557	95,271	98,850	102,283	105,558	108,663	111,583	114,306	116,816
DEBT SERVICE COVERAGE RATIO		1.15	1.17	1.18	1.20	1.21	1.23	1.24	1.25	1.27	1.28	1.30	1.31	1.32	1.33	1.34	1.36	1.37	1.38	1.38	1.39
USE OF CASHFLOW AFTER DEBT SERVICE		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Asset Mgmt./ Similar Fees		25,000	25,875	26,781	27,718	28,688	29,692	30,731	31,807	32,920	34,072	35,265	36,499	37,777	39,099	40,467	41,884	43,350	44,867	46,437	48,063
Deferred Developer Fee prior to distributions & residual receipt payments		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash available for residual receipts loans and sponsor distributions		19,613	23,314	26,945	30,498	33,965	37,337	40,606	43,762	46,796	49,697	52,455	55,058	57,494	59,751	61,815	63,674	65,313	66,716	67,869	68,754
Sponsor Distributions	50%	9,806	11,657	13,473	15,249	16,982	18,669	20,303	21,881	23,398	24,849	26,228	27,529	28,747	29,875	30,908	31,837	32,656	33,358	33,934	34,377
HCD - MHP Debt Service	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Road Mainenance	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Financial Expenses: (Specify)	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12% of Operating Expenses		55,231																			
Asset Mgmt/Similar Fees	3.5%	25,000	25,875	26,781	27,718	28,688	29,692	30,731	31,807	32,920	34,072	35,265	36,499	37,777	39,099	40,467	41,884	43,350	44,867	46,437	48,063
Cumulative paid Deferred Dev. Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Deferred Developer Fee budgeted for payment prior to distributions and residual receipt payments		0																			
End of Document																					

Project Milestones

Note: It is acknowledged that some of the following milestones may have already been achieved. For those milestones which have previously been met, please enter the date completed. For milestones not yet completed, provide a projected completion date (MM/DD/YY) for each applicable item below. If not applicable to the Project, please indicate "NA" below.

Project Milestone Schedule	Completed	Date (Expected / Completed)
Commencement of construction.	No	
Construction complete and the filing of the Notice of Completion.	No	
Program funds fully disbursed.	No	
Other (Specify)	N/A	
Other (Specify)	N/A	

End of Document

CASH FLOW YR 1-10	Kingdom Development Inc.									ILLAGE APARTMENTS
80 units plus 1 mgr. unit										TE Bonds + 4% Credits
New Construction										Non-Rural
Non-PW Family project										QCT-No DDA-No

Cash Flow										
Year	1	2	3	4	5	6	7	8	9	10
Rental Income	869,616	891,356	913,640	936,481	959,893	983,891	1,008,488	1,033,700	1,059,543	1,086,031
Other Income	17,280	17,712	18,155	18,609	19,074	19,551	20,040	20,540	21,054	21,580
Subsidy Income	0	0	0	0	0	0	0	0	0	0
Vacancy Loss	44,345	45,453	46,590	47,754	48,948	50,172	51,426	52,712	54,030	55,381
Adjusted Gross Income	842,551	863,615	885,205	907,335	930,019	953,269	977,101	1,001,529	1,026,567	1,052,231
Standard Expenses	454,680	470,594	487,065	504,112	521,756	540,017	558,918	578,480	598,727	619,682
Property Taxes	1,780	1,816	1,852	1,889	1,927	1,965	2,005	2,045	2,086	2,127
Replacement Reserves	40,500	40,905	41,314	41,727	42,144	42,566	42,992	43,421	43,856	44,294
Total Expenses	496,960	513,314	530,231	547,728	565,827	584,548	603,914	623,946	644,668	666,104
Perm Debt Service	255,678	255,678	255,678	255,678	255,678	255,678	255,678	255,678	255,678	255,678
MHP Debt Service	31,500	31,500	31,500	31,500	31,500	31,500	31,500	31,500	31,500	31,500
Total Debt Service	287,178	287,178	287,178	287,178	287,178	287,178	287,178	287,178	287,178	287,178
Operating Reserve Balance	261,379	261,379	261,379	261,379	261,379	261,379	261,379	261,379	261,379	261,379
Draws on Reserves	0	0	0	0	0	0	0	0	0	0
Net Operating Income	345,591	350,301	354,975	359,608	364,192	368,721	373,187	377,583	381,899	386,127
Debt Service Coverage	1.20	1.22	1.24	1.25	1.27	1.28	1.30	1.31	1.33	1.34
Cash after Exp & DS	58,413	63,123	67,797	72,429	77,014	81,543	86,009	90,404	94,721	98,949
LP Fee Balance	0	0	0	0	0	0	0	0	0	0
LP Fee Due	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
LP Fee Paid	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
Cash Flow	53,413	57,973	62,492	66,966	71,386	75,747	80,039	84,255	88,387	92,425
Deferred Developer Fee	0.43	0	0	0	0	0	0	0	0	0
Dev. Fee Payments	0.43	0	0	0	0	0	0	0	0	0
Cash Flow	53,413	57,973	62,492	66,966	71,386	75,747	80,039	84,255	88,387	92,425
MGP Fee Balance	0	0	0	0	0	0	0	0	0	0
MGP Fee Due	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668	13,048
MGP Fee Paid	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668	13,048
Cash Flow	43,413	47,673	51,883	56,039	60,131	64,154	68,098	71,956	75,719	79,378
AGP Fee Balance	0	0	0	0	0	0	0	0	0	0
AGP Fee Due	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668	13,048
AGP Fee Paid	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668	13,048
Cash Flow	33,413	37,373	41,274	45,111	48,876	52,561	56,158	59,658	63,052	66,330
Loan Balance	1,498,000	1,481,294	1,507,046	1,531,349	1,553,733	1,574,235	1,592,895	1,609,756	1,624,867	1,638,281
Interest Charge	0	44,439	44,940	44,940	44,940	44,940	44,940	44,940	44,940	44,940
Payments	16,706	18,686	20,637	22,556	24,438	26,281	28,079	29,829	31,526	33,165
Ending Balance	1,481,294	1,507,046	1,531,349	1,553,733	1,574,235	1,592,895	1,609,756	1,624,867	1,638,281	1,650,056
Cash Flow	16,706	18,686	20,637	22,556	24,438	26,281	28,079	29,829	31,526	33,165
MGP Cash Flow	15,036	16,818	18,573	20,300	21,994	23,652	25,271	26,846	28,373	29,848
LP Cash Flow	1,671	1,869	2,064	2,256	2,444	2,628	2,808	2,983	3,153	3,316

Year	1	2	3	4	5	6	7	8	9	10
-------------	----------	----------	----------	----------	----------	----------	----------	----------	----------	-----------

CASH FLOW YR 11-20	Kingdom Development Inc.							ILLAGE APARTMENTS		
80 units plus 1 mgr. unit								TE Bonds + 4% Credits		
New Construction								Non-Rural		
Non-PW Family project								QCT-No DDA-No		

Year	Cash Flow									
	11	12	13	14	15	16	17	18	19	20
Rental Income	1,113,182	1,141,012	1,169,537	1,198,775	1,228,745	1,259,463	1,290,950	1,323,224	1,356,304	1,390,212
Other Income	22,120	22,673	23,240	23,821	24,416	25,027	25,652	26,294	26,951	27,625
Subsidy Income	0	0	0	0	0	0	0	0	0	0
Vacancy Loss	56,765	58,184	59,639	61,130	62,658	64,224	65,830	67,476	69,163	70,892
Adjusted Gross Income	1,078,537	1,105,500	1,133,138	1,161,466	1,190,503	1,220,265	1,250,772	1,282,041	1,314,092	1,346,945
Standard Expenses	641,371	663,819	687,053	711,100	735,988	761,748	788,409	816,003	844,563	874,123
Property Taxes	2,170	2,213	2,257	2,303	2,349	2,396	2,444	2,492	2,542	2,593
Replacement Reserves	44,737	45,185	45,636	46,093	46,554	47,019	47,489	47,964	48,444	48,928
Total Expenses	688,278	711,217	734,947	759,495	784,890	811,162	838,342	866,460	895,549	925,644
Perm Debt Service	255,678	255,678	255,678	255,678	255,678	255,678	255,678	255,678	255,678	255,678
MHP Debt Service	31,500	31,500	31,500	31,500	31,500	31,500	31,500	31,500	31,500	31,500
Total Debt Service	287,178	287,178	287,178	287,178	287,178	287,178	287,178	287,178	287,178	287,178
Operating Reserve Balance	261,379	261,379	261,379	261,379	261,379	261,379	261,379	261,379	261,379	261,379
Draws on Reserves	0	0	0	0	0	0	0	0	0	0
Net Operating Income	390,259	394,283	398,191	401,971	405,612	409,103	412,430	415,581	418,543	421,300
Debt Service Coverage	1.36	1.37	1.39	1.40	1.41	1.42	1.44	1.45	1.46	1.47
Cash after Exp & DS	103,081	107,105	111,013	114,793	118,434	121,925	125,252	128,403	131,365	134,122
LP Fee Balance	0	0	0	0	0	0	0	0	0	0
LP Fee Due	6,720	6,921	7,129	7,343	7,563	7,790	8,024	8,264	8,512	8,768
LP Fee Paid	6,720	6,921	7,129	7,343	7,563	7,790	8,024	8,264	8,512	8,768
Cash Flow	96,361	100,184	103,884	107,450	110,871	114,135	117,229	120,139	122,853	125,355
Deferred Developer Fee	0	0	0	0	0	0	0	0	0	0
Dev. Fee Payments	0	0	0	0	0	0	0	0	0	0
Cash Flow	96,361	100,184	103,884	107,450	110,871	114,135	117,229	120,139	122,853	125,355
MGP Fee Balance	0	0	0	0	0	0	0	0	0	0
MGP Fee Due	13,439	13,842	14,258	14,685	15,126	15,580	16,047	16,528	17,024	17,535
MGP Fee Paid	13,439	13,842	14,258	14,685	15,126	15,580	16,047	16,528	17,024	17,535
Cash Flow	82,922	86,342	89,627	92,765	95,746			103,611		107,820
AGP Fee Balance	0	0	0	0	0	15,580	16,047	0	17,024	0
AGP Fee Due	13,439	13,842	14,258	14,685	15,126	15,580	16,047	16,528	17,024	17,535
AGP Fee Paid	13,439	13,842	14,258	14,685	15,126	82,976	85,135	16,528	88,804	17,535
Cash Flow	69,483	72,500	75,369	78,080	80,620			87,082		90,285
Loan Balance	1,650,056	1,660,255	1,668,945	1,676,201	1,682,101	1,686,731	1,690,183	1,692,556	1,693,955	1,694,493
Interest Charge	44,940	44,940	44,940	44,940	44,940	44,940	44,940	44,940	44,940	44,940
Payments	34,741	36,250	37,685	39,040	40,310	41,488	42,567	43,541	44,402	45,142
Ending Balance	1,660,255	1,668,945	1,676,201	1,682,101	1,686,731	1,690,183	1,692,556	1,693,955	1,694,493	1,694,290
Cash Flow	34,741	36,250	37,685	39,040	40,310	41,488	42,567	43,541	44,402	45,142
MGP Cash Flow	31,267	32,625	33,916	35,136	36,279	37,339	38,311	39,187	39,962	40,628
LP Cash Flow	3,474	3,625	3,768	3,904	4,031	4,149	4,257	4,354	4,440	4,514

Year	11	12	13	14	15	16	17	19	20
------	----	----	----	----	----	----	----	----	----

Budget Report

Passthrough Agency: California Department of Housing and Community Development
Program: CDBG - Homekey Set-Aside
Stage: Pre-Award

Report Date: 03/31/2022
Requested By: C.J. FREELAND
cynthia.freeland@edcgov.us

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
	Land Acquisition	Land	0	\$0.00	\$0.00	\$1,400,000.00	\$0.00		\$0.00	Direct Cost
Activity Total			0	\$0.00	\$0.00	\$1,400,000.00	\$0.00		\$0.00	
General Administration										
New Subcategory										
	Admin	Admin	0	\$0.00	\$0.00	\$98,000.00	\$0.00		\$0.00	Direct Cost
General Administration Total			0	\$0.00	\$0.00	\$98,000.00	\$0.00		\$0.00	
Activity Delivery										
Activity Delivery Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Other										
Other										
Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Grant Total			0	\$0.00	\$0.00	\$1,498,000.00	\$0.00		\$0.00	

Budget Report, Created by C.J. FREELAND, cynthia.freeland@edcgov.us, 03/31/2022
 Source: eCivis™ Portal
<http://www.ecivis.com/>