

FIRST AMENDMENT TO THE CARES ACT EMERGENCY SOLUTIONS GRANT PROGRAM (“ESG-CV”) SUBRECIPIENT AGREEMENT BETWEEN SHASTA COUNTY THROUGH ITS HOUSING AND COMMUNITY ACTION AGENCY AND SISKIYOU COUNTY

This First Amendment is entered into between the County of Shasta, through its Department of Housing and Community Action Agency Programs, a political subdivision of the State of California (“SCHCAA”), and Siskiyou County, a California political subdivision of the State of California (“Subrecipient”).

RECITALS

WHEREAS, SCHCAA and Subrecipient entered into an agreement effective March 27, 2020, to prevent, prepare for, and respond to coronavirus among individuals and families who are experiencing homelessness or receiving homeless assistance and supporting additional homeless assistance and homeless prevention activities to mitigate the impacts created by coronavirus (“Original Agreement”); and

WHEREAS, SCHCAA and Subrecipient desire to amend the Original Agreement to extend the term to December 31, 2023 and expenditure deadline to September 30, 2023. (“First Amendment”); and

WHEREAS, SCHCAA and Subrecipient desire to amend the Original Agreement to increase the maximum amount of disbursement of funds by \$250,000, for a total disbursement of funds amount of \$503,000, for the eligible activity delivery of emergency shelter (“First Amendment”); and

WHEREAS, the Original Agreement and the First Amendment are collectively referred to as the “Agreement.”

NOW, THEREFORE, the Agreement is amended as follows:

- I. Exhibit A attached to the Subrecipient agreement is replaced in its entirety with Exhibit A-1, entitled “EXHIBIT A-1 Authority, Purpose, and Scope of Work”, attached hereto and incorporated herein. All references in the Agreement to Exhibit A shall be construed as references to Exhibit A-1.
- II. Exhibit B attached to the Subrecipient agreement is replaced in its entirety with Exhibit B-1, entitled “EXHIBIT B-1 Budget Detail and Payment Provision”, attached hereto and incorporated herein. All references in the Agreement to Exhibit B shall be construed as references to Exhibit B-1.

III. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

IV. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between SCHCAA and Subrecipient.

V. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of October 1, 2022.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the Party on whose behalf his/her execution is made.

Date: _____

DIRECTOR

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

By: _____

Date: _____

Name: Alan B. Cox

Title: Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: _____

Date: _____

Name: James Johnson

Title: Risk Management Analyst III

SUBRECIPIENT

By: _____

Date: _____

Name: _____

Title: Chair, Board of Supervisors

By: _____

Date: _____

Name: Laura Bynum

Title: Clerk, Board of Supervisors

Tax I.D.#: 94-6000537

SUBRECIPIENT AGREEMENT
EXHIBIT A-1
Authority, Purpose, and Scope of Work
Cares Act Emergency Solutions Grant Program (“ESG-CV”)

1. Authority

This Subrecipient Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the federal CARES Act Emergency Solutions Grants Program Allocation (hereinafter, "ESG-CV" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department" or “HCD”) pursuant to the provisions of the 2020 Federally enacted Coronavirus Aid, Relief, and Economic Security Act, Title XII, Homeless Assistance Grants Section (hereinafter, "CARES Act") and any waivers including the HUD Mega-Waiver dated April 1, 2020 and, where not superseded by the CARES Act, pursuant to the provisions of 42 USC 11371 - 42 USC 11378, ("Federal Statutes"), 24 Code of Federal Regulations (“CFR”) Part 576, ("Federal Regulations") all as shall be amended from time to time.

HCD receives federal funds for ESG-CV from the United States Department of Housing and Urban Development (“HUD”). In accepting this conditional reservation of funds, Subrecipient agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability under which the SCHCAA applied, the representations contained in the SCHCAA's recommendations for this funding allocation, 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 SCHCAA.

2. Scope of Work

A. Subrecipient shall perform the Scope of Work ("Work") required as described in this Agreement and in the Application, which is on file electronically with the SCHCAA and which is incorporated herein by reference. Subrecipient shall be responsible for ensuring its selected homeless service providers perform the Work set forth in Exhibit E, Section 11, Scope and Ownership of Work, of this Agreement. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the SCHCAA are hereby incorporated as part of the Application. The SCHCAA reserves the right to require the Subrecipient to modify any or all parts of the Application in order to comply with ESG-CV requirements. The SCHCAA reserves the right to monitor all Work to be performed by the Subrecipient, 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 SCHCAA and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the SCHCAA in writing.

**SUBRECIPIENT AGREEMENT
EXHIBIT A-1**

- B. Subrecipient shall perform the Work, only in the areas as identified, and in accordance with the approved ESG-CV Application and required by Federal ESG requirements at 24 CFR Section 576. Subrecipient's selected homeless service providers shall provide services in the areas identified in the application/award recommendation package submitted to the HUD. Services shall be provided by the Subrecipient and the Subrecipient's funded subrecipients for at least the term of the ESG-CV grant. For the purposes of performing the Scope of Work, the SCHCAA agrees to provide the amount(s) identified in Exhibit B, Section 3, Budget Worksheet. Unless amended in writing, the SCHCAA shall not be liable for any costs in excess of the total approved budget. The SCHCAA shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

3. Duplication of Benefits

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

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

Applicants will be required to complete DOB documentation with application. Recipients will be required to continue to report on DOB during the expenditure period for the ESG-CV funds.

4. Effective Date and Commencement of Work

- A. This Agreement is effective as of the "Effective Date" as stated on this Subrecipient Agreement's cover page. (the "Effective Date"). Per the CARES Act, Subrecipients may request reimbursement for allowable costs incurred to prevent, prepare for, and respond to coronavirus including costs that are incurred, including costs incurred prior to award letter and prior to the date of the enactment of the CARES Act. In addition, no activity funds shall be incurred until any required

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EXHIBIT A-1**

environmental review process has been completed, if required under 24 CFR 50, except as exempted by the CARES Act as it relates to temporary emergency shelters. Subrecipient agrees that the Work shall be completed by the expenditure date specified in this Exhibit A, Section 4.

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

5. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective as of the "Effective Date" as stated on this Subrecipient Agreement's cover page.
- B. 100 percent of all ESG-CV grant funds must be expended by September 30, 2023.

6. Scope of Work Revisions and Amendments

- A. Contract Revisions: Adjustments to the Scope of Work that do not require an Increase or reduction of activity scope, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the SCHCAA 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

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management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:

- 1) Budget revisions which do not change any eligible activity line item budget by more than 25 percent of the total award and do not change the total award amount.

7. Authority to Execute

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

8. Special Conditions

Subrecipient acknowledges and understands that pursuant to Agreement Number 20-ESGCV1-00029 between SCHCAA and the State, the State reserves the right to add any special conditions to its Agreement with SCHCAA which the State deems necessary to ensure the goals of the Program are achieved. In the event any such changes are made by the State to its Agreement with SCHCAA that necessitate changes to this Subrecipient Agreement, or other circumstances arise in which SCHCAA determines that in its discretion would necessitate changes, SCHCAA reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved.

SUBRECIPIENT AGREEMENT
EXHIBIT B-1
Budget Detail and Payment Provisions
Cares Act Emergency Solutions Grant Program (“ESG-CV”)

1. Budget Detail

Budget Detail: ESG-CV funds shall be used for the activities as detailed in Exhibit E, Section 11, and as described under federal ESG regulations at 24 CFR Part 576, Subpart B - Program Components and Eligible Activities, the CARES Act, Title XII, Homeless Assistance Section and as subject to any waivers issued including the HUD Mega-Waiver issued April 1, 2020.

2. Availability of Funds

The SCHCAA's provision of funding to Subrecipient pursuant to this Agreement is contingent on the continued availability of ESG-CV funds and continued federal authorization for ESG-CV activities, as well as the conditions set forth in Exhibit D, Section 3. The terms and conditions of ESG-CV funding is further contingent on the issuance Executive Order from the Governor waiving of the current ESG State Regulations for the ESG-CV monies. Should such Executive Order not be signed, the SCHCAA will re-issue an amended Notice of Funding Availability (“NOFA”) and application in line with the ESG State Regulations. The SCHCAA's provision of funding is subject to amendment or termination due to lack of funds or proper authorization. This Agreement is subject to written modification or termination, as necessary, by the SCHCAA 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. Disbursement of Funds

General Requirements – All Subrecipients must submit the following forms prior to ESG- CV funds being released:

- A. Four original signed and fully executed Subrecipient Agreements, Subrecipient initialed Exhibits A through G; and
- B. Any other documents, certifications, or evidence requested by SCHCAA or otherwise required by the State or by law as part of the ESG-CV application.

Payments to Subrecipient shall be made on a reimbursement basis. The Subrecipient shall submit all cost verification forms to the SCHCAA, as referenced in Exhibit A, Section 4 or any other address of which the Subrecipient has been notified in writing. The SCHCAA shall not authorize payments unless it determines that the Work has been performed in compliance with the terms of this Agreement. Reimbursements will not be made after this Agreement expires. Once the Cost Verification Form has been approved by SCHCAA, SCHCAA will disburse the ESG-CV funds to Subrecipient in an amount not to exceed

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EXHIBIT B-1**

\$503,000, which is 100 percent of the ESG-CV Grant funds allocated and awarded to Subrecipient under the ESG- CV Application submitted by SCHCAA on behalf of Subrecipient. In no event shall the maximum amount disbursed to Subrecipient by SCHCAA exceed \$503,000 All requests for disbursement shall include expenditure detail. Subrecipient also certifies that detailed supporting documentation verifying each expenditure is available and shall be retained by the Subrecipient for three years after the SCHCAA closes its HUD grant.

NOTE: Record retention is based on the HUD closing date: NOTE 3 years from this Agreement expiration. The retention requirement can extend beyond 3 years after this Agreement expires. Therefore, the Subrecipient must contact the SCHCAA for the specific record retention date for this Agreement.

Subrecipient shall not receive an advance or be reimbursed for expenditures incurred or activities performed prior to March 11, 2020. Environmental review compliance shall include compliance with paragraph 17 of Exhibit D of this agreement. Subrecipient shall not be reimbursed for expenditures incurred or activities performed after the deadline set forth in Exhibit A, Section 5(b).

4. Budget Changes

After the Effective Date of this Agreement, no changes shall be made to the program budget, funded homeless service providers, or eligible activities without prior written approval from the SCHCAA. Any changes to this Agreement must be made in writing and approved by both the SCHCAA and the Subrecipient. The proposed change/s must be consistent with 24 CFR 576.

Subrecipient agrees to notify the SCHCAA in writing of any line item changes to the budget needed for the SCHCAA to update the federal Integrated Disbursement and Information System (“IDIS”).

5. Ineligible Costs

- A. ESG-CV funds shall not be used for costs associated with activities in violation of any law or for any activities considered ineligible per 24 CFR 576. The SCHCAA reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with ESG-CV funds made available by this Agreement. If Subrecipient or any its funded contractors or subcontractor use ESG-CV funds for the costs of ineligible activities, Subrecipient shall be required to reimburse these funds to the SCHCAA immediately. Further, Subrecipient shall be prohibited from applying to the SCHCAA for subsequent ESG funds until the SCHCAA is fully reimbursed.

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EXHIBIT B-1**

- B. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be immediately reimbursed to the SCHCAA or its designee, by the Subrecipient. Expenditures for Work, not described in Exhibit A or Paragraph 1 above, shall be deemed authorized only if the performance of such Work is approved in writing by the SCHCAA prior to the commencement of such Work.
- C. The SCHCAA, at its sole and reasonable discretion, shall make the final determination regarding the allow ability of expenditures.

6. Indirect Costs

Subrecipient and/or subcontractors will allow their providers to seek reimbursement for indirect costs. The applicant must:

- A. Comply with all Office of Managed Budget (“OMB”) requirements and standards including 2 Code of Federal Regulations (“CFR”) 200.403, 200.415, and Part 200 Appendix 4;
- B. Certify that any providers seeking reimbursement for indirect costs at the de minimis rate do not meet the definition of a major nonprofit organization as defined by the federal Office of Management and Budget (“OMB”) 2 CFR 200.414; and,
- C. Maintain records including evidence of the Modified Total Direct Cost (“MTDC”), per 2 CFR § 200.68 calculations, indirect cost limits, and supporting documentation for actual direct cost billing.

7. Administrative Costs

Administrative costs are not an eligible expense under this Agreement.