

BOARD OF SUPERVISORS
Yolo County, California

To: CAO ✓
Fin. Svcs. ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 16-65 Item No. 10, of the Board of Supervisors' meeting of May 31, 2016.

MOTION: Rexroad. SECOND: Saylor. AYES: Chamberlain, Villegas, Saylor, Rexroad, Provenza.

10.

Approve Intergovernmental Agreement for grant administration services between the County of Yolo and Yolo County Housing. (No general fund impact) (Nunes)

Approved **Agreement No. 16-57** on Consent.



County of Yolo

www.yolocounty.org

To: Supervisor Jim Provenza, Chair
and Members of the Board of Supervisors

Consent-General Government # 10.

Board of Supervisors

County Administrator

Meeting Date: 05/31/2016

Brief Title: Approve Contract with YCH for CDBG Administration

From: Mindi Nunes, Assistant County Administrator, County Administrator's Office

Staff Contact: Mindi Nunes, Assistant County Administrator, County Administrator's Office,
x8426

Subject

Approve Intergovernmental Agreement for grant administration services between the County of Yolo and Yolo County Housing. (No general fund impact) (Nunes)

Recommended Action

Approve Intergovernmental Agreement for grant administration services between the County of Yolo and Yolo County Housing.

Strategic Plan Goal(s)

Thriving Residents

Reason for Recommended Action/Background

The current agreement between the County and Yolo County Housing (YCH) for specified grant administration assistance is set to expire in September. In order to sync the contract up to fiscal years, the extension of the agreement is being brought for approval for the period of July 1, 2016 to June 30, 2019.

The County participates in many Housing, Community & Economic Development Programs in the State of California and Federally through U.S. Department of Agriculture and the U.S. Department of Housing and Urban Development; and receives funding following the approval of County grant applications. Yolo County Housing administers a variety of public housing programs within Yolo County and it has substantial expertise in local housing, economic development and community development issues and other matters relevant to the programs outlined above. The County has contracted with Yolo County Housing for the past three years to assist in the management and administration of specified housing, economic development and community development programs within Yolo County and provide a range of related services, as set forth in the agreement and has found the contractual relationship beneficial to the grant programs.

The agreement is attached (Attachment A) as well as the allocation of responsibilities between

the parties which is described in Exhibit A (Attachment B). Generally, the County will continue to have a substantial role in the administration and management of grants, programs, and other matters covered by this Agreement. Yolo County Housing will provide only those services requested by the County, consistent with Exhibit A.

Under federal procurement guidelines set forth in 24 CFR 85.36, public entity interagency contracts for common supplies and services are encouraged and such contracts are exempt from the competitive procurement requirements that otherwise apply under the guidelines.

The County may also request that Yolo County Housing assume similar management responsibilities for other County housing, economic and/or community development programs during the term of this Agreement. If Yolo County Housing accepts such responsibilities, Exhibit A shall be amended to describe the nature and extent of the additional responsibilities assumed by Yolo County Housing. Such an amendment may be approved by the County Administrator (or designee) and the Chief Executive Officer of Yolo County Housing.

Collaborations (including Board advisory groups and external partner agencies)

Yolo County Housing

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	\$300,000
Amount budgeted for expenditure	
Additional expenditure authority needed	\$0
On-going commitment (annual cost)	\$100,000

Source of Funds for this Expenditure

General Fund	\$100,000
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Further explanation as needed

Annual maximum of \$100,000 for services provided by YCH staff. To the extent possible, these expenses will be reimbursed by available CDBG funds. Any non-reimbursable expenses will be paid through the CAO budgeted general fund.

Attachments

Att. A. Agreement

Att. B. Exhibit A

Form Review

Inbox	Reviewed By	Date
Mindi Nunes (Originator)	Mindi Nunes	05/24/2016 08:16 AM
Patrick Blacklock	Patrick Blacklock	05/24/2016 11:10 AM
Financial Services	Doug Olander	05/24/2016 02:22 PM
County Counsel	Phil Pogledich	05/25/2016 09:21 AM
Form Started By: Mindi Nunes		Started On: 04/20/2016 03:27 PM

Final Approval Date: 05/25/2016

FILED

JUN 28 2016

AGREEMENT NO. 16-57

BY  CLERK OF THE BOARD
DEPUTY

**Second Amended and Restated
Intergovernmental Agreement for Grant Administration Services
Between the County of Yolo and
the Housing Authority of the County of Yolo (Yolo County Housing)**

This Agreement is made this 31st day of May, 2016, by and between the County of Yolo, a political subdivision of the State of California (“County”), and the Housing Authority of the County of Yolo, a public body corporate and politic (“Yolo County Housing”) (collectively with County, the “parties”).

RECITALS

WHEREAS, the County participates in various housing, community and economic development programs with the State of California and federally through U.S Department of Agriculture and the U.S. Department of Housing and Urban Development, and receives funding following the approval of County grant applications; and

WHEREAS, Yolo County Housing administers a variety of public housing programs within Yolo County and it has substantial expertise in local housing, economic development and community development issues and other matters relevant to the programs outline above; and

WHEREAS, the County would like Yolo County Housing to continue assisting in the management and administration of the County's housing, economic development and community development programs within Yolo County and provide a range of related services, as set forth more specifically below; and

WHEREAS, under federal procurement guidelines set forth in 24 CFR § 85.36, public entity interagency contracts for common supplies and services are encouraged and such contracts are exempt from the competitive procurement requirements that otherwise apply under the guidelines;

WHEREAS, the parties would like to modify certain terms and provisions of the First Amended and Restated Intergovernmental Agreement covering the matters set forth above, including but not limited to the term provision and provisions on programs, compensation and County staffing;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

AGREEMENT

1. Services To Be Provided By Yolo County Housing. During the term of this Agreement, Yolo County Housing will serve as the grants manager and carry out any related administrative responsibilities for the housing, economic development and community

development programs, as requested in writing by the County, for the County in connection with said programs and their policies and guidelines and grants received, following the approval of County applications. In this capacity, Yolo County Housing will provide program planning and grants management, oversee project delivery and compliance requirements, meet reporting requirements, as well as provide collaborative technical assistance and expertise in researching, writing and planning for grants and in executing identified grants, all as outlined in **Exhibit A** and as authorized by the County. Notwithstanding the foregoing, for all existing (including housing loan funds and program income funds) and future grants that are within the scope of this agreement, the County and its Chief Financial Officer (“CFO”) shall retain responsibility for accounting and other fiscal aspects of grant management, including but not limited to housing loan funds and program income funds for accounts related to all aforementioned programs.

The County may also request that Yolo County Housing assume similar management responsibilities for other County programs relating to housing, community development and economic development, during the term of this Agreement. If Yolo County Housing accepts such responsibilities, Exhibit A shall be amended to describe the nature and extent of the additional responsibilities assumed by Yolo County Housing. Such an amendment may be approved by the County Administrator (or designee) and the Chief Executive Officer of Yolo County Housing.

2. Compensation and Expenses to Be Paid By County of Yolo. In addition to the costs set forth in Section 4, below, for the professional services provided during the term of this Agreement, services provided by Yolo County Housing will be billed at the following hourly rates, which represent the standard billing rates for Yolo County Housing staff and do not exceed the actual costs of YCH in providing services under this Agreement:

a. Grants Administrator	\$115.00
b. Labor Compliance/Construction Technical Assistant	\$80.00
c. Grants Management Analyst	\$60.00

In addition, any administrative expenses required and incurred in the implementation of this Agreement and scope of work, such as mileage, postage, office supplies, printing, etc., will be billed to Yolo County at actual costs. The maximum amount of compensation payable to Yolo County Housing under this Agreement shall not exceed \$300,000.

3. County Staff. The allocation of responsibilities between the parties is described in Exhibit A for the grants, programs, and other matters covered by this Agreement. Exhibit A may be augmented by the parties from time to time to include other grants and programs that Yolo County Housing assists with at the County’s request, each of which shall constitute an approved Scope of Work.

Generally, the County will continue to have a substantial role in the administration and management of grants, programs, and other matters covered by this Agreement. Yolo County Housing will provide only those services requested by the County, consistent with Exhibit A. Yolo County Housing may hire or contract additional personnel on an as needed basis for up to twenty (20) hours per week to carry out the services required of Yolo County Housing under this

Agreement, including Exhibit A. Such personnel will work at the direction of the Chief Executive Officer of Yolo County Housing. Yolo County Housing shall invoice the County for work performed or services rendered by such personnel and the County shall be responsible for paying such costs as provided for in Section 4, below.

4. Payment for Services.

A. Lump Sum Payment. If a project or task indicates lump sum payment, then Yolo County Housing shall be compensated for work performed or services provided under the Agreement on a lump sum basis for each task as described in an approved Scope of Work, or in any addenda attached and made part of the Agreement, by making periodic or progress payments upon completion of each task or item of work.

Within fifteen (15) calendar days of the receipt of Yolo County Housing's invoice (addressed as indicated in subsection B, below) and accompanying deliverable(s) or other satisfactory evidence of performance (such as a written progress report), the County shall either authorize payment for services performed or advise Yolo County Housing in writing of any concerns that it has with the invoice and any need for further documentation. The County shall use reasonable efforts to ensure that the CFO processes payment of each invoice with thirty (30) calendar days after payment of an invoice is approved. The parties acknowledge and agree that the invoicing and payment process described in this Section is different from the process that the County will follow in obtaining reimbursement from grant funders. .

B. Periodic or Monthly Reimbursement Payment. If a project or task indicates periodic reimbursement based on invoices, then Yolo County Housing shall be compensated for work performed or services provided via regular invoice in the following manner.

At the time specified in an approved Scope of Work or, if no time is specified, on a monthly basis, Yolo County Housing will submit an invoice to the County of Yolo for services rendered under the Agreement to the following address:

County of Yolo
Attention: Assistant CAO
625 Court Street, Room 202
Woodland, CA 95695

The invoice submitted pursuant to this Section shall show the Agreement number, if any, hours worked by each person who performed services during the billing period allocated in one-quarter or one-tenth of an hour increments, the hourly rate of pay for each person who performed services, the dates on which the services were performed, a description of the services performed, and such other information as the County may reasonably require.

Within fifteen (15) calendar days of receipt of Yolo County Housing's invoice, the County shall either authorize payment for services performed or advise Yolo County Housing in writing of any concerns that it has with the invoice and any need for further documentation. The

County shall use reasonable efforts to ensure that the CFO processes payment of each invoice with thirty (30) calendar days after payment of an invoice is approved.

5. Applicable Laws. In the performance of the services covered by this Agreement, Yolo County Housing shall comply with all applicable laws, including those set forth in **Exhibit B**.

6. Indemnification/Hold Harmless. Yolo County Housing shall indemnify, defend, and hold harmless the County of Yolo, its Board of Supervisors, officials, consultants, agents, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, including reasonable attorney's fees, arising from Yolo County Housing's performance of this Agreement, with the exception of matters that are based upon the negligent or intentional acts or omissions of the County of Yolo, its Board of Supervisors, officials, consultants, agents and employees.

The County of Yolo shall indemnify, defend, and hold harmless Yolo County Housing, its board, commission, officials, consultants, agents, and employees from and against any and all loss, damages, liability claims, suits, costs and expenses, including reasonable attorneys' fees arising from the County's performance of this Agreement, with the exception of matters that are based on the negligent or intentional acts or omissions of Yolo County Housing, its board, commission, officials, consultants, agents, and employees.

7. Insurance. On or before the commencement of the term of this Agreement, each party shall furnish to the other party certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage. Such certificates, which do not limit each party's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the [insert name of other party] by certified mail." It is agreed that each party shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to the other party and licensed to do insurance business in the State of California. Endorsements naming the other party as additional insured shall be submitted with the insurance certificates.

A. Coverage. Each party shall maintain the following insurance coverage:

(i) Workers' Compensation: Statutory coverage as required by the State of California.

(ii) Liability: Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	each occurrence
	\$2,000,000	aggregate - all other
Property Damage:	\$1,000,000	each occurrence

\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(iii) Automotive: Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	each occurrence
	\$2,000,000	aggregate - all other
Property Damage:	\$1,000,000	each occurrence
	\$2,000,000	aggregate – all other

or

Combined Single Limit:	\$1,000,000	each occurrence
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B. Subrogation Waiver. Each party agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, it shall look solely to its insurance for recovery. Yolo County Housing hereby grants to County of Yolo, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Yolo County Housing or County of Yolo with respect to the services of Yolo County Housing herein, a waiver of any right to subrogation, which any such insurer of said Yolo County Housing may acquire against County of Yolo by virtue of the payment of any loss under such insurance. The County of Yolo hereby grants to Yolo County Housing, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Yolo County Housing or County of Yolo with respect to the services of County of Yolo herein, a waiver of any right to subrogation, which any such insurer of said County of Yolo may acquire against Yolo County Housing by virtue of the payment of any loss under such insurance.

C. Failure to Secure. If a party at any time during the term hereof should fail to secure or maintain the foregoing insurance, the non-compliant party shall be permitted to obtain such insurance in the non-compliant party's name or as an agent of the non-compliant party and shall be compensated by the non-compliant party for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. Additional Insured. The County of Yolo, its Board of Supervisors, officers, and employees shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. Yolo County Housing, its board, officers, and employees shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

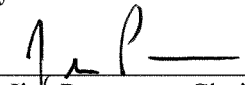
13. Severability. If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

14. Amendment. Except as otherwise expressly provided in Section 1, above, this Agreement and the exhibits hereto may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement may be amended to both extend the term and conditions, as well as to add tasks. Yolo County Housing will not begin new tasks without express written permission of the County of Yolo.

15. Entire Agreement. This Agreement and its exhibits constitutes the entire agreement between the County of Yolo and Yolo County Housing and supersedes all prior negotiations, representations, or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set forth above.

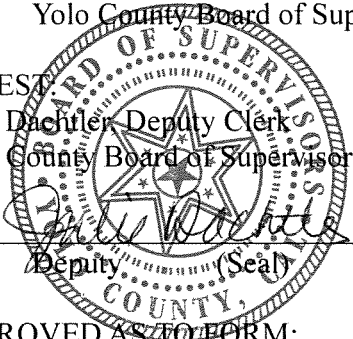
County of Yolo:

By: 
Jim Provenza, Chair
Yolo County Board of Supervisors

Dated: 5/31/06

ATTEST
Julie Dachtler, Deputy Clerk
Yolo County Board of Supervisors

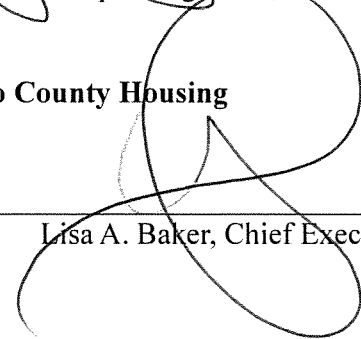
By: 
Deputy Clerk (Seal)



APPROVED AS TO FORM:


Philip J. Pogledich, County Counsel

Yolo County Housing

By: 
Lisa A. Baker, Chief Executive Officer

Dated: 6/13/06

Exhibit “A” Intergovernmental Agreement for Grant Administration Services

Yolo County Housing (YCH) will serve as grants administrator/manager for the County of Yolo in connection with the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME), U.S. Department of Agriculture, (USDA) and the U.S. Department of Housing and Urban Development (HUD) and other housing, community development and economic development programs that provide assistance to low and lower income populations. This includes all open grant awards under the aforementioned programs and any subsequent proposed grants per written request by the County and any awards as a result of County-approved grant applications. The following open grants are as follows:

- 11-HOME-6951 (\$3,100,000 through 7/31/2069)
- 13-CDBG-8943 (\$851,900)
- 13-CDRA-9711 (\$250,000)
- 13-HDRA-9692 (\$300,000)
- 15-HOME-10095 (\$4,600,000)
- 15-DHRA-10652 (\$150,000)

Tasks include all program administrative and management responsibilities, with the exception of accounting as it relates to County’s financial system data entry, deposit and check processing and other fiscal aspects of grant management. Specific responsibilities include, but are not limited to, the following:

- Program planning
- Collaborative technical assistance
- Grant research, writing and application
- Grant oversight and administration, including collaborating with the Chief Financial Officer (CFO)) to establish and maintain appropriate accounting records for grant management, administration, budgeting and reporting purposes
- Project delivery and milestone development
- Program Income planning and reporting
- Grant and project compliance requirements, including:
 - Contract management
 - Loan portfolio compliance, including review and recertification of deferred loans and collection activities, collection of payments, and the submission of proper documentation to the CFO and the County Recorder.
 - Providing program and grant financial reports to the CFO when necessary or appropriate
 - MBE/WBE/DBE reporting
 - Section 3 reporting
 - Environmental compliance requirements
 - Labor standards and compliance
 - Procurement requirements in accordance with OMB
 - Adherence to Certifications and Assurances as found in Exhibit “B”, which follows this Exhibit “A”.

Services

As noted, the County and its CFO will retain responsibility for accounting and other fiscal aspects of grant management. This includes, but is not limited to, responsibility for processing accounting transactions (including grant receipts and disbursements), County's financial system data entry, paying salary and benefits to County employees that provide services in connection with the Agreement and/or covered programs, processing loan payments (including maintaining the Bank of America checking account for Evergreen Note Servicing remittances), and periodically (quarterly) providing Yolo County Housing with a record of loan repayments received by the County.

Services to be Provided:

YCH shall be responsible for assisting in identifying needs and strategic goals with the County in a collaborative manner and providing technical assistance on grant search and eligibility. Staff shall be responsible for applying for grants on behalf of the County to further County strategic objectives, especially for low to lower income populations.

YCH will maintain appropriate files, including grant files, contract files, loans, and labor compliance and will be responsible for periodic required reporting to the State or other funders. YCH will maintain required compliance reporting files.

YCH will assist in setting project delivery and milestone requirements and will monitor projects for compliance and authorize payment distribution in accordance with milestones, deliverables and grant requirements. Actual payment will be made through the County's financial system in accordance with County procedures.

YCH will either provide direct labor compliance services, or with approval from the County, select an approved third party to provide services in cases where there are multiple simultaneous projects.

YCH shall provide project testing and compliance monitoring as necessary and required to ensure that projects are completed in accordance with grant requirements and maintain documentation of same. This shall be at least one time per project unless another, more stringent requirement applies.

YCH will periodically review programs and projects to gauge effectiveness. Where necessary, YCH may recommend and, with approval from County and/or the funder (such as the State), make changes to programs and projects to improve program efficiency, efficacy and implementation or to improve grant compliance requirements.

To assist the CFO in overseeing the Bank of America checking account for Evergreen Note Servicing remittances, Yolo County Housing will provide the CFO and/or County Administrator's Office with statements sent to Yolo County Housing in error. CFO staff will, as noted, continue to account for payments, adjust the loan portfolio for principal payments, and send repayment information at a frequency to be agreed upon by CFO and Yolo County Housing staff.

Exhibit “A” Intergovernmental Agreement for Grant Administration Services

Projects, New Projects

YCH is to provide technical assistance in a collaborative manner and in accordance with County’s identified needs and strategic goals. YCH may not undertake new projects, nor reallocate grant funds, nor seek to change projects or reallocate funds with a funder until and unless it has engaged in planning discussions with County and obtained written approval in advance for any proposed changes or written approval to seek funding for new projects. As necessary and appropriate, the County will consult with any State or Federal programs or departments on new projects or other additional activities that are within the scope of this provision.

Reporting, Annual Report

In addition to required grant reporting on projects to the State and governing bodies as required, YCH staff shall prepare a quarterly summary of activities under this contract for the County’s Contract Administrator, the Assistant CAO.

Intergovernmental Agreement
Certifications and Assurances
Exhibit "B"

Certification and Assurance: Yolo County Housing, by executing this certification, hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between Grantee and Subgrantees or Contractors:

- (1) Compliance with Community Development Block Grant regulations found at 24 CFR Part 570, Subpart I, State CDBG Program
- (2) Compliance with applicable OMB Circulars, including A-133 and A-87 as required
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of
or under such contract

**Intergovernmental Agreement
Certifications and Assurances
Exhibit "B"**

- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- (13) Compliance with additional regulations and requirements for grants, as outlined by the regulation and/or grant agreement, to include, but not be limited to federal HOME regulations in addition to federal uniform administrative requirements outlined above in this section.

The information contained in this certification is true and accurate, to the best of my knowledge.

Signature of Authorized Certifying Official:	Title:
	CEO

WARNING: Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.