

BOS No. 21-192  
 Infor PO No. 4113  
 Infor Ref No. 6565-2021-CWS 02

**SECOND AMENDMENT  
 (BOS AGREEMENT NO. \_\_\_\_\_)**

This Second Amendment to Agreement No. 21-192 (“Second Amendment”) is made and entered into as of the last date signed below by and between the County of Yolo, a political subdivision of the State of California (“County”), and the City of West Sacramento, a municipal corporation authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties” herein and who agree as follows.

**WHEREAS**, on or about August, 31, 2021, the Parties entered into Agreement No. 21-192 (“Agreement”); and

**WHEREAS**, on or about February 25, 2022, the Parties amended the Agreement via the First Amendment; and

**WHEREAS**, the Parties would now like to amend the Agreement, as previously amended, to:

1. Revise the **SUBAWARD INFORMATION** to extend the term of the Agreement through September 30, 2022 and add funding in the amount of \$400,000, for a new contract total of \$621,760; and
2. Revise **Paragraph I.D. of Attachment 4** to update the performance data; and
3. Revise **Attachment 5** to add electrical repairs to the scope and extend the service date through September 30, 2022; and
4. Revise **Paragraph III. of Attachment 6** to extend the expend by and final invoice dates; and
5. Revise **Paragraph X.A. of Attachment 6** to update the contract budget to include the additional funding and revise line item amounts; and
6. Revise **Attachment 8** to replace the amended Exhibit A of the State Agreement.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. The **SUBAWARD INFORMATION** of the Agreement is hereby amended to read as follows:

**SUBAWARD INFORMATION**

Subrecipient Legal Name:	City of West Sacramento		
Subaward Project Title:	Emergency Solutions Grant-Coronavirus Round 2 (Emergency Shelter-Capital)		
Subaward Project Period:	Start:	December 22, 2020	End: September 30, 2022
Amount Funded:	\$621,760		
Federal Awarding Agency:	California Department of Housing and Community Development via the United States Department of Housing (HUD)	Federal Award Number:	N/A
CFDA Number:	14.231	CFDA Title:	Emergency Solutions Grant Program

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2. **Paragraph I.D. of Attachment 4** to the Agreement is hereby amended to read as follows:

Program	Agency	Contact
Program Purpose	The City of West Sacramento will use ESG-CV2 funds for emergency electrical repairs and for an automatic wrought iron security gate at the entrance of the Rodeway Inn, a Homekey Program site. The electrical repairs will allow operations of the Homekey Program on a daily basis without breakers tripping constantly. The gate will control access which will prevent and mitigate infection spread, in addition to enhancing the safety and security of the clients.	
Program Information	The City will contract with Yolo County agencies to operate the 40-room hotel that provides interim housing for 60 COVID-19 medically fragile homeless adults. Case management, housing navigation, along with food and laundry will be provided under a population-informed property manager to an estimated 67 individuals during the ESG-CV2 award period.	
<b>PM1: How much did we do?</b>		
1.1	Repair faulty electrical system and install new automatic security gate at property entrance. Goal: N/A	
1.2	Number of individuals served. Goal: 67 individuals.	
1.3	Number of households served. Goal: 60 households.	
1.4	Number of bed capacity. Goal: 60 beds.	
1.5	Number of beds provided. Goal: 60 beds.	
1.5	Number of cribs provided. Goal: 0	
<b>PM2: How well did we do it?</b>		
2.1	Electrical systems are functioning normally. Gate is complete and provides site control along with ease of access to 60 clients and estimated 8-10 daily staff supporting Rodeway Inn. Goal: N/A	
<b>PM3: Is anyone better off?</b>		
3.1	Number of individuals who were provided units with fully functional electrical system and enhanced site security. Goal: 67 individuals.	

3. **Attachment 5** to the Agreement is hereby amended to read as attached:

4. **Paragraph III. of Attachment 6** to the Agreement is hereby amended to read as follows:

**III.** Requirement to Expend Funds-All funds must be expended by September 30, 2022. The final invoice must be received by County by October 15, 2022.

5. **Paragraph X.A. of Attachment 6** to the Agreement is hereby amended to read as follows:

A. Subrecipient shall adhere to this budget in performing services that have been authorized and provided in accordance with the provisions of this Subaward.

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<b>City of West Sacramento</b>		
<b>Emergency Shelter – Capital ESG-CV 2</b>		
	Cost Items	Agreement Term December 22, 2020 through September 30, 2022
<b><i>Direct Costs</i></b>		
1	Personnel	\$81,760
2	Operating Costs	\$540,000
3	Direct to Clients	\$0
4	<b>Subtotal of Direct Costs</b>	<b>\$621,760</b>
<b><i>Indirect Costs</i></b>		
5	Indirect Admin (not to exceed 10% of line 1)	\$0
6	<b>Total (line 4 +line 5)</b>	<b>\$621,760*</b>

\*Any unspent funding in a fiscal year may be rolled over to future fiscal year(s) but not beyond the expiration date of the agreement.

6. **Exhibit A of Attachment 8** to the Agreement is hereby amended to read as attached.
7. Any and all attachments to this Second Amendment are incorporated into this Amendment by the reference above.
8. Except as specifically amended by this Second Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

[Signatures Follow]

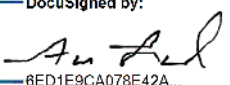
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**IN WITNESS WHEREOF** the Parties have executed this Second Amendment as of the day and year last set forth below.

**CONTRACTOR**

**COUNTY OF YOLO**

DocuSigned by:  
  
By \_\_\_\_\_  
6ED1E9CA078E42A...  
Aaron Laurel, City Manager  
City of west sacramento

By \_\_\_\_\_  
Angel Barajas, Chair  
Board of Supervisors

Date: 7/14/2022 | 12:40:16 PM PDT

Date: \_\_\_\_\_

**Nolan Sullivan** Digitally signed by Nolan Sullivan  
Date: 2022.07.14 14:56:41 -07'00'

\_\_\_\_\_  
Nolan Sullivan, Interim Director  
Health and Human Services Agency

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By: \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:  
Philip J. Pogledich, County Counsel

By: Hope P. Welton  
Hope P. Welton, Senior Deputy

## ATTACHMENT 5 – STATEMENT OF WORK

Contractor shall provide services in accordance with the following provisions.

### I. SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the following location(s):

817 W. Capitol Ave  
West Sacramento, CA 95691

### II. PURPOSE

The City of West Sacramento will use ESG-CV2 funds for emergency electrical repairs and for an automatic wrought iron security gate at the entrance of 817 West Capitol Ave., a Homekey Program site. The gate will control access which will prevent and mitigate infection spread, in addition to enhancing the safety and security of the clients.

### III. TARGET POPULATION

Individuals experiencing homelessness in Yolo County.

### IV. REQUIREMENTS

Services provided through ESG-CV funds must support emergency responses that are consistent with statutorily allowable activities focused on mitigating the impact of COVID-19. Agencies must demonstrate that their expenditures support the short- or long-term impacts of COVID -19 for low-income individuals and households within their communities and retain appropriate documentation to substantiate reported expense claims and outcomes. Agencies will comply with all federal and state ESG-CV reporting requirements and comply with all local reporting requirements, including quarterly performance measure reports utilizing the RBA model.

### V. SERVICES

- A. The Rodeway Inn is an evidenced based, trauma-informed, COVID-19 compliant emergency shelter operation. The City will provide project oversight, and contract with a project manager to ensure all ESG capital project requirements are met.
- B. The City will contract with Yolo County agencies to operate the 40-room hotel that provides interim housing for 60 COVID-19 medically fragile homeless adults. Case management, housing navigation, along with food and laundry will be provided under a population-informed property manager to an estimated 67 individuals during the ESG-CV2 award period.

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 PAGESAGREEMENT NUMBER  
20-ESGCV1-00035AMENDMENT NUMBER  
2

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME

County of Yolo

2. The term of this Agreement is:

START DATE

December 22, 2020

THROUGH END DATE

November 30, 2022

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

\$7,874,165

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

Add additional funding in the amount of \$2,273,250

EXHIBIT A, AUTHORITY, PURPOSE AND SCOPE OF WORK, SECTION 5. TERM OF AGREEMENT AND PERFORMANCE

MILESTONES, is hereby amended, restated and with the following (see attached Exhibit A):

A. Agreement will expire on: November 30, 2022

B. All Program funds shall be expended by: September 30, 2022

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

*All other terms and conditions shall remain the same.*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

Approved as to Form:

Philip J. Pogledich, County Counsel

**CONTRACTOR**

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

County of Yolo

By: 

Hope P. Welton, Senior Deputy

CONTRACTOR BUSINESS ADDRESS

P.O. Box 1268

CITY

Woodland

STATE

CA

ZIP

95695

PRINTED NAME OF PERSON SIGNING

Angel Barajas

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

3/15/2022

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Michael White

TITLE

Contracts Manager, Business &amp; Contract Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

3/16/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

**EXHIBIT A****AUTHORITY, PURPOSE AND SCOPE OF WORK****1. Authority & Purpose**

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

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

**2. Scope of Work**

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

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

**EXHIBIT A**

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

**3. Duplication of Benefits**

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

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

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

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

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

## EXHIBIT A

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

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

### 5. Term of Agreement and Performance Milestones

- A. This Agreement will expire on: November 30, 2022
- B. All Program funds shall be expended by: September 30, 2022
- C. All Final Funds Requests shall be submitted to the Department within thirty (30) days after the expenditure deadline.
- D. Reimbursements will not be made after this Agreement expires.
- E. Expenditure Milestone Expectations
  - a. In accordance with HUD's expenditure deadlines included in the CPD-20-08 ESG-CV Notice, Grantee must meet the following expenditure deadlines for ESG-CV funding. Should the Grantee not meet the following expenditure requirements, the Department in its sole and absolute discretion reserves the right to recapture any unspent ESG-CV awarded funds up to the maximum amount listed below. The Department also reserves the right in its sole and absolute discretion to mandate a

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

## EXHIBIT A

corrective action or remediation plan to ensure future timely expenditure of ESG-CV funds.

Percentage of ESG-CV Award	Expenditure Deadline	Maximum Recapture (as a percentage of total award)
20%	July 31, 2021	20%
40%	September 30, 2021	40%
60%	November 30, 2021	60%
80%	January 31, 2022	80%

### 6. Scope of Work Revisions and Amendments

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

- 1) Budget revisions which do not change the total award amount.

### 7. ESG Program Contract Management

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

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

B. Contract Management: Day-to-day administration of this Agreement shall take place through the online grant management system, including, but not limited, to:

- 1) Requests for Funds Forms;
- 2) Budget Revision Forms;

Program Name: Emergency Solutions Grants Program (ESG) (under CARES Act – ESG-CV)  
 NOFA Dates: 6/1/2020, 10/02/2020  
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## EXHIBIT A

- 3) Annual Reports;
  - 4) Submittal of any and all requested supporting documentation;
  - 5) Standard Agreement Revisions (non-material contract changes); and,
  - 6) Standard Agreement Amendments (material contract changes).
- C. Grantee Contract Administrator: The Grantee's Contract Administrator (must be a Grantee employee) as identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile. Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

### 8. **Capacity to Contract**

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

### 9. **Authority to Execute**

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