SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.19 (ID # 13108)

MEETING DATE:

Tuesday, September 15, 2020

FROM: RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve Agreement No. CSI RIV-02 with California Health Facilities Financing Authority for the Community Services Infrastructure Grant Program and Adopt Resolution No. 2020-178, District 1. [\$18,984,848 for Two Years, 100% State Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

- Ratify and Approve Agreement No. CSI RIV-02 with the California Health Facilities
 Financing Authority (CHFFA) for the Community Services Infrastructure Grant Program
 for the period of March 26, 2020 through June 30, 2022 in the amount of \$18,984,848;
 and
- Adopt Resolution No. 2020-178 authorizing the Director of Behavioral Health, or his
 designee, to accept and sign documents related to Agreement No. CSI RIV-02 on behalf
 of the County and administer the grant. This authority shall include signature of
 necessary documents, exhibits, certifications and reports, and non-substantive
 amendments that otherwise do not increase or modify the agreement and as approved
 by County Counsel.

ACTION:

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None

Absent:

None

Date:

September 15, 2020

XC:

RUHS-BH

Kecia R. Harper

Clerk of the Board

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SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$6,000,000	\$12,984,848	\$18,984,848	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS	3: 100% State Funds	Budget Adjus	Budget Adjustment: No	
		For Fiscal Ye	For Fiscal Year: 20/21 - 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

On June 27, 2016, Senate Bill 843, Section 52, became a law establishing a competitive grant program to disburse funds for the purpose of creating and expanding community alternatives to incarceration. In September 2018, the California Health Facilities Financing Authority (CHFFA) released the Community Services Infrastructure (CSI) Grant Program Application to solicit proposals amongst eligible California counties to fund capital projects with programming that offers behavioral health or substance abuse treatment.

On November 19, 2019 (#3.13), the Board approved and authorized Riverside University Health System – Behavioral Health (RUHS-BH) to submit a formal application for funding from the second round of CSI Grant Program and was subsequently awarded \$18,984,848 by CHFFA. The funding will be utilized to renovate the County-owned facility located at 3950 Reynolds Road in Riverside to establish the Restorative Transformation Center (RTC) Program. The RTC Program facility will be a 49-bed treatment center that will house the Incompetent to Stand Trial (IST) Diversion Program. The mission is to provide intensive community-based psychiatric treatment for these individuals, so that instead of allowing them to remain in custody waiting for a transfer to a State Hospital for competency restoration, they will be transferred to an unlocked residential behavioral health treatment program where they will receive an array of behavioral health services. The ultimate purpose of this program is not competency restoration for adjudication, but rather for longterm psychiatric stabilization (behavioral health, substance abuse, and trauma-based disorders), such that following completion of the Restoration Diversion Program, criminal charges will be dismissed, and the individual may reside in their community with on-going behavioral health services.

Additional Fiscal Information

The grant award of \$18,948,848 will be applied to the project cost of \$26,000,000. Additional capital funding will be provided by the Mental Health Services Act. There are sufficient appropriations for FY20/21. The remaining amount will be budgeted through the normal budget process for FY21/22. No additional County funds are required.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Impact on Citizens and Businesses

These services are a component of Behavioral Health's system of care aimed at improving the health and safety of consumers and the community.

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Board of Supervisors

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RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE FOR AGREEMENT NO. CSI RIV-02 BETWEEN CALIFORNIA HEALTH FACILITIES FINANCING <u>AUTHORITY AND RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH FOR THE</u> COMMUNITY SERVICES INFRASTRUCTURE GRANT PROGRAM

RESOLUTION NO. 2020-178

BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on August 25, 2020, as follows:

- 1. Approve Agreement No. CSI RIV-02 with the California Health Facilities Financing Authority (CHFFA) for the Community Services Infrastructure Grant Program; and
- 2. Authorize the Director of Behavioral Health, or his designee, to accept and sign documents related to Agreement No. CSI RIV-02, and administer the grant. This authority shall include signature of necessary documents, exhibits, certifications and reports, and non-substantive amendments that otherwise do not increase or modify the agreement. Amendments shall be approved by County Counsel

ADOPTED, SIGNED AND APPROVED this 15th day of September, 2020 by the Board of Supervisors of the County of Riverside.

NOES ABSTENTIONS: _____ ABSENT _____ AYES:

V. Manuel Perez

V. M. S.

Chairman of the Board of Supervisors

ATTEST:

Kecia R. Harper

Clerk of the Board of Supervisors

COUNTY COUNSEL:

Gregory P. Priamos Approved as to form

09.15.2020 3.19

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WHEN DOCUMENT IS FULLY EXECUTED RETURN CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010 Post Office Box 1147, Riverside, Ca 92502-1147 Thank you.

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY COMMUNITY SERVICES INFRASTRUCTURE GRANT PROGRAM GRANT AGREEMENT NUMBER CSI RIV-02

COUNTY OF RIVERSIDE

4095 COUNTY CIRCLE DRIVE, RIVERSIDE, CA 92503

THIS AGREEMENT (the "Agreement") is made this 26th day of March 2020, between County of Riverside ("Grantee") and the California Health Facilities Financing Authority ("CHFFA" or the "Authority").

RECITALS:

- A. Grantee has applied to CHFFA for a grant from the Community Services Infrastructure Grant Program to fund the hereinafter defined Project.
- B. CHFFA has determined that Grantee's Application meets eligibility requirements of the hereinafter defined Regulations.
- C. Subject to the availability of grant monies, CHFFA proposes to grant \$18,984,848.00 (the "Grant") to Grantee and on condition that the Grant be used for the purposes of the Project as described in Exhibit D attached hereto and on the terms and conditions contained herein.
- D. The purpose of this Agreement is to set forth the terms and conditions upon which CHFFA will provide the Grant for the Project.

NOW, THEREFORE, CHFFA and Grantee agree as follows:

ARTICLE I – DEFINITIONS

- Section 1.1 <u>ACTUAL EXPENDITURES REPORT FORM</u> means Actual Expenditures Report Form No. CHFFA 9 CSI-03 (09/2018).
- Section 1.2 <u>GRANT DOCUMENTS</u> means this Agreement and the Grantee's Application, including all exhibits to such documents.
- Section 1.3 <u>GRANT PERIOD</u> means the period beginning on March 26, 2020 and ending on June 30, 2022, as such period may be extended upon the prior written approval of CHFFA, which shall become incorporated into this Agreement.
- Section $1.4 \underline{\text{LEAD GRANTEE}}$ means the county designated on the Application to have the primary responsibility for the fiscal management of Grant funds, records retention, reporting and all of the other aspect of compliance with this Chapter and the Grant Agreement.
- Section 1.5 <u>PROGRAM</u> means the Community Services Infrastructure Grant Program as enacted by the Statute and implemented by the Regulations.
- Section $1.6 \underline{PROJECT}$ means the project to be funded with the Grant as more particularly described in Grantee's Application and other Grant Documents, although the scope of the Project may be clarified in a report prepared by Authority staff. The Authority

may broaden the definition of the Project at its discretion to ensure the Project can provide the intended services, so long as the broadening of the definition of the Project does not result in additional Grant funds to complete the project or in the misuse of Grant funds. Any written approval of CHFFA to expand the Project shall become incorporated into this Agreement.

- Section 1.7 <u>REGULATIONS</u> means the Community Services Infrastructure Grant Program regulations at Sections 7413 through 7429 of Title 4, Division 10 of the California Code of Regulations, as may be amended from time to time.
- Section 1.8 <u>REQUEST FOR DISBURSEMENT FORM</u> means Request for Disbursement Form No. CHFFA 9 CSI-02 (09/2018).
- Section 1.9 <u>RESOLUTION</u> means Resolution number CSI 2020-05 adopted by CHFFA on March 26, 2020 approving a grant for \$18,984,848.00 to complete the eligible project as described in the Community Services Infrastructure Grant application and in the Resolution and attached hereto as Exhibit D. Any amendment to the Resolution shall become incorporated into this Agreement,
 - Section 1.10 STATUTE means Welfare and Institutions Code Section 5848.51.
- Section 1.11 Any capitalized terms used but not otherwise defined in this Agreement shall have the meaning set forth in the Regulations.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

Grantee makes the following representations and warranties to CHFFA as of the date of execution of this Agreement and throughout the Grant Period:

- Section 2.1 <u>LEGAL STATUS</u>. Grantee is an "eligible applicant" as described in the eligibility requirements of Section 7414 of the Regulations and has full legal right, power and authority to enter into this Agreement and the other Grant Documents to which it is a party and to carry out and consummate all transactions contemplated hereby and by the other Grant Documents as evidenced, in part, by the Resolution of Grantee's Governing Board attached herein as Exhibit C.
- Section 2.2 <u>VALID AND BINDING OBLIGATION</u>. This Agreement has been duly authorized, executed and delivered by Grantee, and is a valid and binding agreement of Grantee.
- Section 2.3 <u>PROJECT AND ELIGIBLE COSTS</u>. The Project and the eligible costs relating to the Project meet the requirements of the Regulations.
- Section 2.4 <u>PROPERTY OWNERSHIP</u>. Grantee will have obtained good and marketable fee title to the real property upon acquisition or prior to renovation as applicable. If the Project includes renovation located on real property to be leased by Grantee or otherwise not owned in fee title by Grantee, the requirements of Section 7426 of the Regulations will be satisfied prior to the initial disbursement of Grant funds for renovation.
- Section 2.5 <u>GRANT DOCUMENTS</u>. Grantee has access to professional advice to the extent necessary to enable Grantee to comply with the terms of the Grant Documents.

ARTICLE III - CONDITIONS PRECEDENT TO EACH DISBURSEMENT

CHFFA's obligation to make each disbursement of Grant funds during the Grant Period under this Agreement is subject to all of the following conditions:

- Section 3.1 <u>DOCUMENTATION</u>. This Agreement shall be fully executed and delivered by Grantee and CHFFA in form and substance satisfactory to CHFFA.
- Section 3.2 <u>REPRESENTATIONS AND WARRANTIES</u>. The representations and warranties contained in Article II of this Agreement are true and correct as of the date of such disbursement and as certified by Grantee in the applicable Request for Disbursement Form.
- Section 3.3 <u>DISBURSEMENT REQUEST</u>. Grantee shall have delivered to CHFFA a completed Request for Disbursement Form and any other information required by Sections 7425 and 7428 of the Regulations, satisfactory to the Authority.

Section 3.4 – <u>READINESS</u>, <u>FEASIBILITY</u>, <u>AND SUSTAINABILITY</u>. Grantee has submitted to the Authority sufficient documentation to enable Authority staff to conclude the Project is ready, feasible, and sustainable as more particularly described in Section 7425 (a)(2) and (a)(3) of the Regulations. The Authority Staff shall determine Project readiness, feasibility, and sustainability at the time of Initial Allocation or within twelve (12) months following Final Allocation. Limited extensions beyond twelve (12) months may be granted as set forth in Regulations Section 7425(a)(3)(B). Upon request, Grantee shall provide updated information necessary for the Authority to determine Project readiness, feasibility, and sustainability. Failure to demonstrate readiness, feasibility, and sustainability within the timeframes dictated by the Authority may cancel the Grant as set forth in Regulations Section 7425(a)(3)(C). In the event Grantee fails to complete the Project by the end of the Grant Period (inclusive of any extensions permitted by the Authority), the Authority may require remedies, including forfeiture and return of the Grant to CHFFA in accordance with the Regulations as set forth in Article VI below.

ARTICLE IV - GRANT DISBURSEMENT PROCEDURES

Section 4.1 - DISBURSEMENT PROCESS.

- (a) Initial Disbursements: Initial disbursement of Grant funds shall be released upon the Authority's receipt of a completed Request for Disbursement Form and other information required by Section 7425(a)(2) of the Regulations, satisfactory to the Authority.
- (b) Subsequent Disbursements: Subsequent disbursements of Grant funds shall be released upon receipt of a completed Request for Disbursement Form, a status report pursuant to Section 7428(a) of the Regulations, an Actual Expenditures Report Form, and any other information required by Sections 7425 and 7428 of the Regulations, satisfactory to the Authority.
- (c) Reports and Reconciliations: CHFFA shall notify Grantee in writing within thirty (30) days of any deficiencies or discrepancies in the information, forms and reports submitted by Grantee, including any reconciliations the Authority deems necessary as may occur due to disbursements exceeding actual expenditures for any of the reporting periods. The Authority will not disburse any funds until Grantee addresses to the Authority's satisfaction, any deficiencies or discrepancies in the information, forms and reports submitted by Grantee. CHFFA may deduct the difference between actual expenditures and

the disbursed amount from the next disbursement or the Grantee shall submit a refund for the difference.

Section 4.2 – <u>AMOUNT OF DISBURSEMENT</u>. The total amount of the Grant shall not exceed the amount authorized under this Agreement and may only be spent for eligible costs. Grant funds are subject to the availability of funds and may be rescinded or reduced. Grantee shall establish an account to deposit the Grant funds and shall maintain this account for purposes of payments of Project expenditures. A segregated sub-account may be used by Grantee provided the statement allows for the accounting of the receipt and expenditure of Grant funds, and the interest earned from these funds, separately from other funds in the account. Upon request, Grantee shall submit copies of all statements for such account or sub-account to CHFFA. At the end of the Grant Period (inclusive of any extensions permitted by CHFFA), any unused Grant funds, interest and investment earnings on such Grant funds revert to and shall be paid to the Authority.

ARTICLE V - AFFIRMATIVE AND NEGATIVE COVENANTS

- Section 5.1 <u>CERTIFICATE OF COMPLETION</u>. Within sixty (60) days following completion of the Project, Grantee shall certify to CHFFA that the Project is complete by submitting a Certificate of Completion and Final Report Form No. CHFFA 9 CSI-04 (09/2018), and any other information required by Section 7428 of the Regulations, to the satisfaction of the Authority.
- Section 5.2 <u>COMPLIANCE WITH STATUTE AND REGULATIONS</u>. Grantee shall comply with the requirements of the Community Services Infrastructure Grant Program, Welfare and Institutions Code Section 5848.51, the Regulations, and all other applicable laws of the State of California. Grantee agrees that continued compliance with these requirements is Grantee's responsibility.
- Section 5.3 <u>AUDIT AND RECORDKEEPING PROVISIONS</u>. Grantee shall maintain satisfactory financial accounts, documents and other records for the Project and shall retain all documentation necessary to substantiate the purposes for which the Grant funds were spent for a period of three (3) years after the certification of Project completion has been submitted. Grantee agrees that the California State Auditor and Authority staff may conduct periodic audits and inspections to ensure that Grantee is using the Grant consistent with Program requirements and the terms of this Agreement.
- Section 5.4 NOTICE TO CHFFA. Grantee shall promptly give notice in writing to CHFFA of any pending or threatened action related to the Project in which the amount claimed is in excess of twenty-five thousand dollars (\$25,000). Grantee shall promptly give notice in writing to CHFFA of any uninsured or partially uninsured loss related to the Project through fire, theft, liability, or otherwise in excess of an aggregate of twenty-five thousand dollars (\$25,000).
- Section. 5.5 <u>RELEASE</u>. Grantee shall waive all claims and recourse against CHFFA including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, Grantee's use of the Grant funds, Grantee's operations, or the Project. The provisions of this Section 5.5 shall survive termination of this Agreement.

- Section 5.6 <u>INDEMNIFICATION</u>. Grantee shall defend, indemnify and hold harmless CHFFA and the State, and all officers, trustees, agents and employees of the same, from and against any and all claims, losses, costs, damages, or liabilities of any kind or nature, whether direct or indirect, arising from or relating to the Grant, the Project or the Program. The provisions of this Section 5.6 shall survive termination of this Agreement.
- Section 5.7 <u>NON-DISCRIMINATION CLAUSE</u>. Grantee shall comply with state and federal laws prohibiting discrimination, including those prohibiting discrimination 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.
- Section 5.8 <u>PREVAILING WAGE</u>. Grantee shall comply with California's prevailing wage law under Labor Code Section 1720 et seq. for public works projects.
- Section 5.9 <u>PROJECT COMPLETION</u>. Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project.
- Section 5.10 <u>PAYMENT OF RENT</u>. If any portion of the Project (except for equipment acquisition projects) is located on any real property leased by Grantee, Grantee shall budget for payment of rent each year (unless Grantee pays a nominal yearly rent or has paid full rent under the lease agreement).
- Section 5.11 <u>USE OF FUNDS</u>. Grantee will not, without prior consent of CHFFA, do any of the following: (1) use any Grant funds for purposes other than for the Project unless a change in the use of the Grant is approved in writing by CHFFA; (2) make any changes to the Project as described in the Application or any of the Grant Documents; or (3) dispose of a capital asset before the end of the useful life of the asset.

ARTICLE VI – DEFAULT AND REMEDIES

- Section 6.1 <u>EVENTS OF DEFAULT</u>. Each of the following shall constitute an Event of Default under this Agreement:
- (1) Any representation or warranty made by Grantee, hereunder or under any other Grant Document, that proves to be incorrect in any material respect;
- (2) Grantee's failure to perform any term or condition of this Agreement, the Regulations, or any other Grant Document;
- (3) Any renovation portion of the Project is located on real property leased by Grantee and the lease agreement terminates before the end of the useful life of the Project and the real property is not simultaneously re-leased under a new lease agreement that complies with the Regulations, or fee title to the property is not simultaneously transferred to Grantee; or

Section 6.2 - NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.

CHFFA shall provide written notice to Grantee of any Event of Default by specifying: (1) the nature of the event or deficiency that gave rise to the Event of Default; (2) the action required to cure the Event of Default, if an action to cure is possible; and (3) a date, which shall not be less than thirty (30) calendar days from the mailing of the notice, by which such action to cure must be taken, if an action to cure is possible, provided, however, so long as Grantee has commenced to cure within such time, then CHFFA may allow the Grantee a reasonable period thereafter within which to fully cure the Event of Default.

Section 6.3 – <u>REMEDIES</u>. If an Event of Default has occurred and is continuing, CHFFA shall have the right to pursue remedies in accordance with Section 7427 of the Regulations and to take any other actions in law or in equity to enforce performance and observance of any obligation, agreement or covenant of Grantee under this Agreement.

ARTICLE VII – MISCELLANEOUS

Section 7.1 – <u>ENTIRE AGREEMENT</u>. This Agreement, together with all agreements and documents incorporated by reference herein, constitutes the entire agreement of the parties and may be amended, changed or modified in writing signed by Grantee and CHFFA.

Section $7.2 - \underline{\text{NOTICES}}$. Unless otherwise agreed upon in writing by CHFFA and Grantee, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in writing, mailed by first-class mail, postage prepaid and addressed as follows:

(i) If to Grantee:

County of Riverside, Riverside University Health System- Behavioral Health

4095 County Circle Drive

Riverside, California 92503

Attention: Matthew Chang, MD, Behavioral Health Director

(ii) If to the Authority:

California Health Facilities Financing Authority 915 Capitol Mall, Suite 435 Sacramento, California 95814 Attention: Executive Director

Section 7.3 – <u>COUNTERPARTS</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one (1) instrument.

Section 7.4 — <u>GOVERNING LAW AND VENUE</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of California. This Agreement shall be enforceable in the State of California and any action arising hereunder shall (unless waived in writing by the Authority) be filed and maintained in the County of Sacramento.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first hereinabove written. Grantee certifies that the Authorized Officer below is authorized to execute and deliver this Agreement, and the Authorized Officer or his or her designee is authorized to carry out and consummate all transactions contemplated hereby.

GRANTEI	i:	
COUNTY	OF RIVERSIDE	
	•	
Ву:	NU	[Authorized Officer]
Print Nan	ne/Title: Matthe	new Chang, MD, Behavioral Health Director
Date:		r N -
CALIFOR	NIA HEALTH FA	ACILITIES FINANCING AUTHORITY:
	A	
	h	
Ву:	Executive	Director

FORM APPROYED COUNTY COUNSEL BY: DATE

I hereby certify that the attached is a true and exact copy of Resolution No. CSI 2020-05 adopted by the California Health Facilities Financing Authority on March 26, 2020 for County of Riverside (Community Services Infrastructure Grant Program).

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

BY _____

Frank Moore
Executive Director

Date: March 26, 2020

RESOLUTION NO. CSI 2020-05

A RESOLUTION OF THE CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY APPROVING EXECUTION AND DELIVERY OF GRANT FUNDING UNDER THE COMMUNITY SERVICES INFRASTRUCTURE GRANT PROGRAM TO THE COUNTY OF RIVERSIDE

WHEREAS, The California Health Facilities Financing Authority (the "Authority"), a public instrumentality of the State of California, is authorized by Welfare and Institutions Code Section 5848.51, which created the Community Services Infrastructure Grant Program, and implementing regulations (California Code of Regulations, Title 4, Division 10, Chapter 8 (commencing with Section 7413)) to award grants for capital funding to finance eligible projects; and

WHEREAS, Authority staff reviewed the application submitted by the County of Riverside ("Grantee") against the eligibility requirements of the Community Services Infrastructure Grant Program and implementing regulations, and pursuant to the Community Services Infrastructure Grant Program and implementing regulations, recommends approval of a grant for the eligible project (the "Project"), as described in the Grantee's application and as more particularly described in Exhibit A to this Resolution (Exhibit A is hereby incorporated by reference);

NOW, THEREFORE, BE IT RESOLVED by the California Health Facilities Financing Authority as follows:

Section 1. The Authority hereby approves a grant for capital costs in the amount of \$18,984,848.00 to complete the Project within a grant period that ends on June 30, 2022. Within this grant period, Grantee shall provide evidence acceptable to Authority staff demonstrating that the Project shall be operational on or before June 30, 2022. Funds shall not be disbursed if Grantee is unable to provide evidence acceptable to Authority staff that the Project is on track to be operational on or before June 30, 2022. Grantee must submit all capital cost disbursement requests, including required supporting documentation, to the Authority no later than April 30, 2022.

Section 2. The Executive Director, or the Deputy Executive Director, are hereby authorized and directed, for and on behalf of the Authority, to approve any minor, non-material changes in the Project described in the application submitted to the Authority and extend the grant period completion date identified in Section 1. Nothing in this Resolution shall be construed to require the Authority to provide additional funding, even if more grants are approved, exceeding available funding. Any notice to the Grantee shall indicate that the Authority shall not be liable to the Grantee in any manner whatsoever should such funding not be available for any reason whatsoever.

Section 3. The Executive Director, or the Deputy Executive Director, are hereby authorized and directed, for and on behalf of the Authority, to disburse funds not to exceed those amounts approved by the Authority for the Grantee. The Executive Director, or the Deputy Executive Director, are further authorized and directed, for and on behalf of the Authority, to execute and deliver to the Grantee any and all documents necessary to complete the disbursement of funds that are consistent with the Community Services Infrastructure Grant Program and implementing regulations.

<u>Section 4.</u> The Executive Director, or Deputy Executive Director, are hereby authorized and directed, for and on behalf of the Authority, to do any and all things and to execute and deliver any and all documents which the Executive Director, or the Deputy Executive Director, deems necessary or advisable in order to effectuate the purposes of this Resolution and the transactions contemplated hereby.

Section 5. All funds from this grant must be used in support of the Grantee's Project as described in Exhibit A to this resolution.

Section 6. This resolution expires on June 30, 2022.

Date Approved:	March 26, 2020
Date Approved.	Maich 20, 2020