



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-10

For the meeting of: May 31, 2016

Date: May 18, 2016
To: Board of Supervisors
From: Amy S. Nilsen, County Administrative Officer *KN*
Subject: Headwaters Fund Revolving Loan Fund Co-Recipient Agreement with Redwood Region Economic Development Corporation for Economic Development Administration Grant

RECOMMENDATION(S):

That the Board of Supervisors:

1. Authorize the County Administrative Officer, or designee, to sign grant co-recipient application, and all related forms, for the Economic Development Administration's (EDA) Revolving Loan Fund (RLF);
2. Upon acceptance of the application by EDA, authorize the Chair of the Board to sign the Memorandum of Understanding (MOU) with Redwood Region Economic Development Corporation (RREDC);
3. Concurrently with the execution of the MOU with RREDC, authorize the Chair of the Board to sign the amendment to the lenders agreement with RREDC, acknowledging the MOU and incorporating the MOU into the contract by reference.

Prepared by Nicole Morrow Sr Administrative Analyst CAO Approval *Elishia Keys*

REVIEW: Auditor _____ County Counsel *BA* Human Resources _____ Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor *Fennell* Seconded by Supervisor *Bass*
Ayes *Fennell, Sundberg, Locelace, Bohn, Bass*
Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *May 31, 2016*
By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

Headwaters Fund, Revolving Loan Fund

DISCUSSION:

The Headwaters Fund (HWF), as part of its strategy to invest in the Humboldt County economy, awards revolving loan pools to procured contractors for lending to local business. Currently the RLF, per the Board approved manual, has a maximum of \$3.5 million per lender. Redwood Region Economic Development Corporation (RREDC) and Arcata Economic Development Company (AEDC) each have loan pools of \$3.5 million.

The relationship with these lenders is long established. The Board of Supervisors approved a lender agreement with RREDC on July 8, 2003, extended it on March 30, 2004 and again on December 11, 2007. On June 15, 2010 your Board authorized a newly revised contract with RREDC which expired June 30, 2014. In 2014 a new contract was executed and is currently in place until 2019.

Lenders are required to fund loans using HWF money in participation with other funding sources. This helps to mitigate risk as well as increase the number of projects the RLF can support. However, limited availability of other sources of funds can occasionally be a limiting factor in lending capacity.

In March of 2016, RREDC applied for a \$1 million RLF grant from EDA to provide capital for local business lending. The EDA RLF is intended to be a source of funding to participate with HWF in lending.

Upon receipt of RREDC's application, the EDA provided a conditional award letter (Attachment A), pending the verification of match funding. The EDA requires proof that \$1 million is available for matching funds in order to grant the RLF funding. Currently the HWF RLF agreement is for \$3.5 million, and in theory meets the EDA's match requirements. However, because the lender agreements are complex, and RREDC does not have ultimate responsibility or ownership of the HWF RLF lending pool, additional documentation has been requested by the EDA.

In order to aid RREDC in receiving the additional funding, and ultimately maximize the HWF RLF lending capacity, the following documents must be completed:

Co-Recipient Application (Attachment B)- EDA forms required for the completion of the application.

Memorandum of Understanding with RREDC (Attachment C)- Clarification the \$1 million is a portion of the already contracted \$3.5 million, and the responsibilities of each party.

Amendment of the Lender Agreement (Attachment D)- Amendment of current contract to reference the MOU and its relationship to the existing agreement.

It is staff's recommendation to authorize the clarification of funding relationship with a co-recipient agreement and funding applications, in order to help provide a mechanism for full utilization of the Headwater's RLF.

FINANCIAL IMPACT:

There is no impact to the General Fund to accept the recommendations. There could be negative impacts to the Headwaters Fund if the recommendations are rejected and the loan pool is not utilized to maximum capacity.

Accepting the recommendations supports the Board's Strategic Framework, Priorities for New Initiatives by partnering to promote quality services and seek outside funding sources to benefit Humboldt County needs.

OTHER AGENCY INVOLVEMENT:

Redwood Region Economic Development Corporation
Economic Development Administration

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could refuse the proposed co-recipient relationship with RREDC, and therefore reject the amendments to the current contract. This is not recommended, as it will limit the funds available to RREDC, and impede the lending capability of the HWF RLF.

ATTACHMENTS:

- Attachment A: Conditional Award Letter
- Attachment B: Co-Recipient Application
- Attachment C: Memorandum of Understanding with RREDC
- Attachment D: First Amendment to the Lending Agreement with RREDC

Attachment A: Conditional Award Letter



U. S. DEPARTMENT OF COMMERCE
Economic Development Administration
915 Second Avenue, Room 1890
Seattle, WA 98174
Fax: 206.220.7669
Voice: 206.220.7660

March 1, 2016

In reply refer to:
EDA Control No. 109837

Mr. Gregg Foster
Executive Director
Redwood Region Economic Development Commission
520 E. Street
Eureka, CA 95501

Dear Mr. Foster:

The Economic Development Administration (EDA) is pleased to inform you that your application has been selected for further consideration. Please note that this notification of further consideration is intended to inform you of EDA's competitive preliminary selection of your project, **but does not guarantee final approval or legally bind EDA to make an award.**

Subject to the availability of funds, the proposed project, estimated to cost \$2,000,000 will be considered for \$1,000,000 in EDA funding under the Economic Adjustment Assistance Program, authorized under Section 209 of the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. Section 3121 *et seq.*).

By acceptance of this letter, you agree to provide all additional information requested below, and any other additional information that may be requested subsequently. You also acknowledge that final approval and the timing of such an approval are subject to EDA's acceptance of all required information and the availability of EDA funding.

Additional Information: Provide the following information to EDA by April 30th:

- Further evidence demonstrating the Matching Share is (1) committed to the Project, (2) will be available as needed and (3) is not or will not be conditioned or encumbered in any way that would preclude its use consistent with the requirements of the Investment Assistance. The Headwaters Contract, as presented, contains indications that may be incongruent with EDA's definition of the above criterion.

The information requested above will supplement your application and enable EDA to proceed with processing your application. Failure to meet this deadline, or the submission of incorrect or incomplete information, will jeopardize approval of your application. If you cannot meet this deadline, please advise Frank Wessbecher, Economic Development Specialist, as soon as possible.

EDA will assess the additional information provided upon receipt. EDA's assessment of this information may determine one of the following:

1. No additional information is necessary;

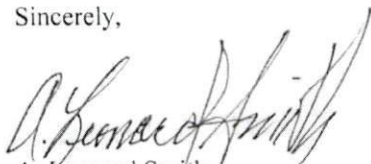
2. Additional information is required, because the submission is incomplete, inaccurate, or otherwise unacceptable to EDA, and the applicant(s) must revise the submission before EDA will consider processing the application further; or
3. EDA will discontinue considering the application for funding, because the information submitted does not present a project that complies with applicable law(s) or EDA's regulations or policies.

Your organization must comply with EDA's regulations (*see* 13 C.F.R. chapter III http://www.eda.gov/pdf/EDAs_regs-13_CFR_Chapter_III.pdf), as well as the Federal Funding Opportunity announcement *FY 2016 Economic Development Assistance Programs—Application Submission and Program Requirements for EDA's Public Works and Economic Adjustment Assistance Programs* (*see* <http://www.eda.gov/funding-opportunities/>)

Final approval of an award is conditioned upon EDA's assessment of the additional information requested, project feasibility, funding priorities, and the availability of funds for obligation.

EDA's mission is to lead the federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy. EDA assists states, units of government, and community nonprofit organizations in economically-distressed areas by supporting regional economic development efforts that emphasize innovation and entrepreneurship as the essential elements of regional and national competitiveness in the worldwide economy. If you have questions regarding the requested information or status of your application please do not hesitate to contact Frank Wessbecher at 206-220-7689 or fwessbecher@eda.gov.

Sincerely,



A. Leonard Smith
Regional Director, Seattle Regional Office

Enclosure:

cc: Malinda Matson, Economic Development Representative
Frank Wessbecher, Economic Development Specialist

Attachment B: Co-Recipient Application

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, 'New Restrictions on Lobbying.' The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

* NAME OF APPLICANT

[Redacted name of applicant]

* AWARD NUMBER

[Redacted award number]

* PROJECT NAME

[Redacted project name]

Prefix:

[Redacted prefix]

* First Name:

[Redacted first name]

Middle Name:

[Redacted middle name]

* Last Name:

[Redacted last name]

Suffix:

[Redacted suffix]

* Title:

[Redacted title]

* SIGNATURE:

Completed by Grants.gov upon submission.

* DATE:

Completed by Grants.gov upon submission.



ED-900A - Additional EDA Assurances for Construction Or Non-Construction Investments

For **ALL** investments: As a duly authorized representative of the applicant, I further certify that the applicant:

1. Understands that attorneys' or consultants' fees, whether direct or indirect, expended for securing or obtaining EDA investment assistance are not eligible costs. See 13 C.F.R. § 302.10(a).
2. Understands that conflicts of interest or appearances of conflicts of interest are prohibited and may jeopardize this application or result in the forfeiture of investment funds. A conflict of interest occurs, for example, where a representative, official, employee, architect, attorney, engineer, or inspector of the applicant, or a representative or official of the federal, State or local government, has a direct or indirect financial interest in the acquisition or furnishing of any materials, equipment, or services to or in connection with the project. See 13 C.F.R. § 302.17.
3. Will comply with the reporting requirements under the Government Performance and Results Act (GPRA) of 1993 and the GPRA Modernization Act of 2010 (GPRAMA) for measuring and reporting project performance.

For **CONSTRUCTION** investments: As a duly authorized representative of the applicant, I further certify that the applicant:

1. Will operate and maintain the facility in accordance with at least the minimum standards as may be required or prescribed by applicable federal, State and local agencies for the maintenance and operation of such facilities.
2. Will require the facility to be designed to comply with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. 12101 et seq.), the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) and the Accessibility Guidelines for Buildings and Facilities regulations, as amended (36 C.F.R. part 1191), and will be responsible for conducting inspections to insure compliance with these requirements.
3. For the two-year period beginning on the date EDA investment assistance is awarded, will refrain from employing, offering any office or employment to, or retaining for professional services any person who, on the date on which the investment assistance is awarded or within the one-year (1) period ending on that date, served as an officer, attorney, agent or employee of the Department of Commerce and occupied a position or engaged in activities that EDA determines involved discretion with respect to the award of investment assistance under PWEDA. See section 606 of PWEDA and 13 C.F.R. §302.10(b).
4. Will have no facilities under ownership, lease or supervision to be utilized in this project that are listed or under consideration for listing on EPA's List of Violating Facilities.
5. Will comply with Executive Order 12699, "Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction," which imposes requirements that federally-assisted facilities be designed and constructed in accordance with the most current local building codes determined by the awarding agency or by the Interagency Committee for Seismic Safety in Construction (ICSSC) and the most recent edition of the American National Standards Institute Standards A58, Minimum Design Loads for Buildings and Other Structures.

6. Will observe and comply with federal procurement rules, as set forth in 2 C.F.R. part 200, as applicable, for award of any contracts for architectural engineering, grant administration services, or construction financed with EDA investment assistance

For **NON-CONSTRUCTION** investments: As a duly authorized representative of the applicant, I further certify that the applicant:

1. Will comply with applicable regulations regarding indirect cost rates, if indirect costs are included in the application.
2. Will comply with the requirement that this investment assistance will not provide a proprietary benefit to a private individual, for-profit corporation, or other commercial entity.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

APPLICANT ORGANIZATION

DATE SUBMITTED

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
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* 3. Date Received: _____	4. Applicant Identifier: _____
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5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: _____
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State Use Only:

6. Date Received by State: _____	7. State Application Identifier: _____
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8. APPLICANT INFORMATION:

* a. Legal Name: County of Humboldt	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6000513	* c. Organizational DUNS: _____

d. Address:

* Street1:	520 E Street
Street2:	_____
* City:	Eureka
County/Parish:	_____
* State:	CA: California
Province:	_____
* Country:	USA: UNITED STATES
* Zip / Postal Code:	95501-0001

e. Organizational Unit:

Department Name: County Administrative Office	Division Name: Headwaters Fund
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f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.	* First Name: Nicole
Middle Name:	_____
* Last Name: Morrow	_____
Suffix:	_____

Title: Senior Administrative Analyst

Organizational Affiliation: _____

* Telephone Number: 707-445-7745	Fax Number: 707-445-7219
---	---------------------------------

* Email: nmorrow@co.humboldt.ca.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Economic Development Administration

11. Catalog of Federal Domestic Assistance Number:

11.307

CFDA Title:
Economic Adjustment Assistance

*** 12. Funding Opportunity Number:**

EPAP2016

* Title:
FY 2016 Economic Development Assistance Programs - Application submission and program requirements for EDA's Public Works and Economic Adjustment Assistance programs.

13. Competition Identification Number:

EAA-NC

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

Revolving Loan Fund Capitalization

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1,000,000.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text" value="1,000,000.00"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="2,000,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


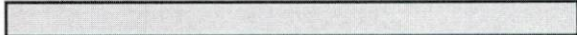

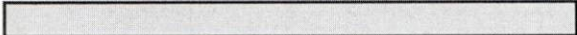
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/> Congressional District, if known: <input type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:		
6. * Federal Department/Agency: <input type="text"/>	7. * Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input type="text"/> Completed on submission to Grants.gov * Name: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text"/> Completed on submission to Grants.gov		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Attachment C: Memorandum of Understanding with RREDC

MEMORANDUM OF UNDERSTANDING

Whereas, the Redwood Region Economic Development Commission (RREDC) has applied to the United States Department of Commerce, Economic Development Administration (EDA) for a grant of \$1 million to increase the funds available in the RREDC Revolving Loan Funds (new EDA Grant), and

Whereas, RREDC has successfully managed a revolving loan fund in Humboldt County since 1977 and has successfully utilized County of Humboldt, Headwaters Fund (HWF) loan funds since 2003, and

Whereas, RREDC and the HWF have an existing contractual relationship for loan participation, and

Whereas, the HWF loan funds currently reserved under the RREDC/HWF contract are needed as match for the new EDA Grant,

Whereas, the EDA has favorably reviewed the RREDC application and has requested further documentation of RREDC/HWF relationship, and

Whereas, the County of Humboldt supports the ongoing relationship between the HWF and RREDC Revolving Loan Funds and encourages the investment of additional dollars to our local economy,

NOW, THEREFORE, it is hereby agreed by and between the Redwood Region Economic Development Commission and the County of Humboldt Headwaters Fund, collectively the Parties, as follows:

1. That RREDC and the HWF shall act as co-recipients for the purposes of this new EDA Grant application and award (number _____), if provided.
2. That both Parties understand they will be bound by the EDA grant application, award documents and the EDA's Standard Terms and Conditions (Attachment A), and the Parties agree to submit the EDA required application materials.
3. That RREDC shall have sole responsibility for management of the loan fund, including making and servicing loans, submitting required reports to the EDA, and conducting an annual audit of the fund.
4. That the HWF has \$1,000,000 in available funds that it has dedicated for the new EDA Grant match requirement and that such funds will not be encumbered in any way that would preclude use consistent with the requirements of the new EDA grant.
5. That the HWF shall make available those funds to be used as 1:1 match for the new EDA Grant.
6. That it is the intention of the HWF that this Memorandum of Understanding remain in force for the duration of the term of the new EDA Grant and shall be terminated if and when the RLF is terminated.

7. That the HWF shall notify RREDC and the EDA immediately should the funds for the EDA match be outside of the control of the HWF, are no longer dedicated as EDA match or become unavailable for any reason.
8. That all program income resulting from any EDA Grant, including principal and interest, will be retained and returned to the EDA Revolving Loan Fund capital base and used in accordance with the rules, regulations, policies and procedures of the EDA Revolving Loan Fund Program and the EDA Grant award terms and conditions.
9. The Parties shall submit this Agreement as part of the EDA application and shall promptly notify EDA of any changes to this Agreement.
10. This Agreement, as of the date of signature, is duly authorized as required by any applicable law and/or the governing bodies of the Parties and the individuals executing this agreement are authorized to do so.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first herein above written:

(SEAL)

COUNTY OF HUMBOLDT

ATTEST:
CLERK OF THE BOARD



DEPUTY

BY: 

CHAIR, BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT
STATE OF CALIFORNIA

CONTRACTOR

BY: _____
TITLE: _____
(Corporate Officer)

CONTRACTOR

BY: _____
TITLE: _____
(Corporate Officer)

Attachment D: First Amendment to the Lending Agreement with RREDC

First Amendment to
County of Humboldt
Headwaters Revolving Loan Fund
Lender Agreement

This Agreement, made as of this ___ day of _____, 2016, amends the agreement by and between the Redwood Region Economic Development Commission, a joint powers authority having a place of business in Eureka, California and a mailing address of 520 E Street, Eureka, CA ("Contractor"), and the County of Humboldt, ("County"), for participation in the Headwaters Fund Revolving Loan Fund Program ("Program").

Section I. currently reads:

I. AWARD and DISBURSEMENT

- 1.1 The County hereby awards to Contractor and agrees to make available to Contractor from the Fund, during the term of this Agreement, unless sooner terminated in accordance with its provisions, an amount not to exceed the principal sum of three million five hundred thousand dollars (\$3,500,000). The total of these funds may not be available if other requests for loan funds are approved by the County prior to the full disbursement of the three million five hundred thousand dollars (\$3,500,000).

Section I. is modified to read as follows, per the Board approved MOU, dated x/x/2016:

I. AWARD and DISBURSEMENT

- 1.1 The County hereby awards to Contractor and agrees to make available to Contractor from the Fund, during the term of this Agreement, unless sooner terminated in accordance with its provisions, an amount not to exceed the principal sum of three million five hundred thousand dollars (\$3,500,000).

The loan pool is split into two categories: Traditional and EDA Match.

Traditional: The total of these funds (\$2,500,000) may not be available if other requests for loan funds are approved by the County prior to the full disbursement of the two million five hundred thousand dollars (\$2,500,000).

EDA Match: The total of these funds (\$1,000,000) are available exclusively for participation in EDA RLF funded loans only.

Section III. currently reads:

III. CONTRACTOR'S LENDING RESPONSIBILITIES

- 3.7 Loan Guidelines. Contractor agrees to make loans to borrowers only in compliance with the Lender Manual and the following loan guidelines:

- (a) The size of the combined loan from the County and Contractor will be no less than \$25,000, no more than \$200,000 (with exceptions) for start-up firms, as defined in the Lender Manual Section 9, and no more than \$800,000 for all other borrowers;
- (b) For loan origination fees to borrowers, Contractor will charge the lesser of 2% of the loan amount or the lowest fee structure charged under Contractor's other loan programs;
- (c) For interest rates to borrowers, Contractor will charge borrowers the same rates charged under Contractor's other loan programs, within the range of 5-12% interest, unless express written permission from County to exceed this parameter is granted;
- (d) For loan servicing fees, Contractor will charge borrowers the same rates charged under Contractor's other loan programs;
- (e) For collateral discounting, Contractor will use the more conservative (i.e. lower loan-to-value ratio) of Contractor's policy or the following loan-to-value ratios – real estate (90%), equipment (50%), inventory and accounts receivable (20%), furniture/fixture (10%).

Section III. is modified to read as follows, per the Board approved MOU, approved on 5/31/2016:

III. CONTRACTOR'S LENDING RESPONSIBILITIES

3.7 Loan Guidelines.

Contractor agrees to make loans from the Traditional loan pool to borrowers only in compliance with the Lender Manual and the following loan guidelines:

- (a) The size of the combined loan from the County and Contractor will be no less than \$25,000, no more than \$200,000 (with exceptions) for start-up firms, as defined in the Lender Manual Section 9, and no more than \$800,000 for all other borrowers;
- (b) For loan origination fees to borrowers, Contractor will charge the lesser of 2% of the loan amount or the lowest fee structure charged under Contractor's other loan programs;
- (c) For interest rates to borrowers, Contractor will charge borrowers the same rates charged under Contractor's other loan programs, within the range of 5-12% interest, unless express written permission from County to exceed this parameter is granted;
- (d) For loan servicing fees, Contractor will charge borrowers the same rates charged under Contractor's other loan programs;
- (e) For collateral discounting, Contractor will use the more conservative (i.e. lower loan-to-value ratio) of Contractor's policy or the following loan-to-value ratios – real estate (90%), equipment (50%), inventory and accounts receivable (20%), furniture/fixture (10%).

Contractor agrees to make loans from the EDA Match loan pool to borrowers only in compliance with the Lender Manual, the loan guidelines outlined in Section III. 3.7 Loan Guidelines, and the Standard Terms and Conditions set forth in Attachment A of the MOU between RREDC and HWF, dated May ____, 2016.

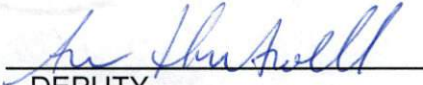
All other terms and conditions of the Agreement entered into on July 1, 2008 referenced above shall remain in full force and effect, except as otherwise specifically amended herein.


IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first herein above written:

(SEAL)

COUNTY OF HUMBOLDT

ATTEST:
CLERK OF THE BOARD


DEPUTY

BY: 
CHAIR, BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT
STATE OF CALIFORNIA

CONTRACTOR

BY: _____
TITLE: _____
(Corporate Officer)

CONTRACTOR

BY: _____
TITLE: _____
(Corporate Officer)