

PLUMAS COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. 2025- 8998

RESOLUTION TO AUTHORIZE THE COUNTY PLANNING DIRECTOR
TO SIGN GRANT AGREEMENTS FOR DISBURSEMENT OF THE
COMMUNITY DEVELOPMENT BLOCK GRANT 2021 DIXIE FIRE RECOVERY
FOR-PROFIT BUSINESS ECONOMIC DEVELOPMENT GRANT PROGRAM

WHEREAS, in response to the economic hardships experienced by businesses due to the 2021 Dixie Fire, the County of Plumas established a business assistance program using Community Development Block Grant (CDBG) funding received from the U.S. Department of Housing and Urban Development (HUD) and administered by the California Department of Housing and Community Development (HCD) called the 2021 Dixie Fire Recovery For-Profit Business Economic Development Program (hereinafter "Program"); and

WHEREAS, the Program will provide relief in the form of financial grant assistance to established businesses directly or indirectly impacted by the 2021 Dixie Fire and start-up businesses established post-Dixie Fire to help offset operating capital expenses and equipment and supplies costs to promote economic activity; and

WHEREAS, the total allocated grant funds from the Program in the amount of \$567,500 was approved for the benefit of businesses (hereinafter "Recipients") within the CDBG "Grant Eligibility Zone" or Census Tract 4, Block Groups 2 and 3 including areas of Greenville, Crescent Mills, Taylorsville, and the Highway 70 Canyon; and

WHEREAS, the Grant Program Final Guidelines and Grant Program Application were adopted by the Plumas County Board of Supervisors on August 6, 2024, and released thereafter on August 19, 2024; and

WHEREAS, the application period is considered on a rolling basis through May of 2026 and therefore shall be open until all Program funds are exhausted through grant awards to Recipients; and

WHEREAS, the objective for the number of beneficiaries under the Program is to assist no fewer than twenty-five Recipients; and

WHEREAS, grant awards to any one Recipient shall not exceed \$20,000.00 unless a Recipient maximizes the \$20,000.00 grant award with at least 50% (i.e., \$10,000 or more) of eligible expenses purchased from a business located in Plumas County, then an additional incentive increase of \$2,700 in grant funds may be awarded; thus, the maximum grant award amount shall not exceed \$22,700.00; and

WHEREAS, the Plumas County Board of Supervisors wishes to expend all funds regarding the Program funds and delegates authorization to execute the grant agreements.

NOW, THEREFORE, BE IT RESOLVED the Plumas County Board of Supervisors does hereby approve and authorize the County Planning Director to sign the grant agreements for the Recipients of the Program.

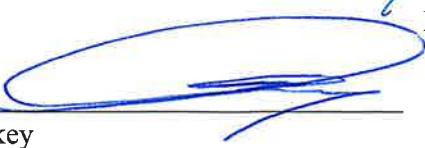
The foregoing was duly passed and adopted by the Board of supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 18th day of February, 2025, by the following vote:

AYES: Supervisors Engel, Ceresola, McGowan, Hall

NOES: Supervisors

ABSENT: Supervisors Goss


Kevin Goss, Chair
Board of Supervisors

ATTEST: 
Allen Hiskey
Clerk of the Board of Supervisors

Approved as to form:


Joshua Breitenthal, Attorney
County Counsel's Office

**Plumas County
Community Development Block Grant
2021 Dixie Fire Recovery For-Profit Business Economic Development
Grant Program**

GRANT AGREEMENT

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California (hereinafter referred to as "County"), and <BUSINESS NAME>, (hereinafter referred to as "Recipient").

The parties agree as follows:

1. Recipient applied for a grant through the Plumas County 2021 Dixie Fire Recovery For-Profit Business Economic Development Grant Program (hereinafter the "Program"). The Program is made possible with funds administered by the California Department of Housing and Community Development (HCD) through the Community Development Block Grant (CDBG) program of the US Housing and Urban Development (HUD).
2. Recipient acknowledges they have reviewed the Grant Program Final Guidelines adopted by the Plumas County Board of Supervisors on August 6, 2024, and released thereafter on August 19, 2024 (hereinafter "Guidelines") and shall abide by all rules, requirements, terms, and conditions as outlined in the Guidelines.
3. Recipient is an established for-profit business (established before July 13, 2021) or start-up for-profit business (established after July 13, 2021) employing one or more employees and located within the Grant Eligibility Zone, that is, within Census Tract 4, Block Groups 2 and 3, which was either directly or indirectly impacted by the 2021 Dixie Fire.
4. Recipient has demonstrated by being located within the Grant Eligibility Zone, all eligible business activities funded by this grant have met and shall continue to meet the CDBG National Objective of benefiting Low-Moderate Income (LMI) persons or neighborhoods through the Low/Mod Area (LMA) Benefit. This CDBG Program has a National Objective of LMA Benefit. LMA is defined by HUD as an area benefit activity that benefits all residents in a particular area, where at least 51 percent of the residents are Low-Moderate Income (LMI) persons.
5. Recipient acknowledges the funds shall be utilized by the business to provide neighborhood-serving retail, including food service or other goods, and service-based businesses available to all persons in the LMA Benefit business service area defined as the unincorporated and incorporated geographic areas of Plumas County.
6. Recipient has eligible grant expenses as defined by the Guidelines and as approved by the County based on the grant application underwriting analysis and criteria and Recipient agrees to apply the grant funds only for eligible grant expenses under the Guidelines in the amount of \$ _____ to be used for the following strict purposes:
 - a. Equipment and Supplies in the following amounts (reimbursement shall be made only for eligible expenses incurred after execution of this Agreement):
 - i. <TYPE OF EQUIPMENT OR SUPPLY> \$ _____
 - ii. <TYPE OF EQUIPMENT OR SUPPLY> \$ _____

b. Operating Expenses (up to six months) in the following amounts:

- i. Payroll \$ _____
- ii. Insurance \$ _____
- iii. Utilities \$ _____
- iv. Rent/Mortgage \$ _____

7. Recipient is aware it may need to reimburse the County for any funds that are not used for eligible expenses, or for the purposes and amounts listed in paragraph 6, or that do not have adequate supporting records and documentation for reporting.

8. If Recipient acquired equipment under this federal Program grant, 2 CFR 200.313 shall be followed. Title for equipment vested in a Recipient shall be subject to use of the equipment for the authorized purposes only during the period of performance or until the property is no longer needed for the Program purpose. While the equipment is being used for the originally authorized Program purpose, the Recipient shall not dispose of or encumber its title or other interests without the approval of the County. Use and disposal of the equipment shall be in accordance with paragraphs (c) and (e) of 2 CFR 200.313. When equipment acquired under this federal Program is no longer needed for the original Program or for other activities currently or previously supported by a federal agency, the Recipient shall request disposition instructions from the County if required by the terms and conditions of the federal Program disposition of the equipment as follows, in accordance with federal agency or pass-through entity disposition instructions:

- a. Equipment with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the County.
- b. Except as provided in 2 CFR 200.312(b), or if the County fails to provide requested disposition instructions within 120 days, items of equipment with a current fair market value in excess of \$10,000 (per-unit) may be retained or sold by the Recipient. However, the County is entitled to an amount calculated by multiplying the percentage of the federal grant contribution towards the original purchase by the current market value or proceeds from the sale. If the equipment is sold, the County may permit the Recipient to retain, from the federal share, \$1,000 of the proceeds to cover expenses associated with the selling and handling of the equipment.

9. Recipient hereto shall retain all records relating to the performance and administration of this Agreement for five (5) years after final payment hereunder, and Recipient agrees to provide such records either to the County or to a County approved third-party upon the request of the County.

10. Recipient shall be required to provide reports to the County. Reporting frequency shall occur at six (6) months and one (1) year from grant disbursement. After being awarded, a reporting form shall be provided to include at minimum funds spent by category, a summary of activities, and photos, if applicable. Through the monitoring process, the Recipient is responsible for providing documentation demonstrating grant funds were/are being used as intended and as specified in this Agreement. If a Recipient finds it necessary to change their intended use of funds, they shall seek approval from the County in writing and submit an updated, itemized list of anticipated business expenses prior to making any changes, and an amendment to this Agreement reflecting the change shall be executed.

11. In accordance with generally accepted accounting practices, it is recommended the Recipient maintain records of all matters related to the grant money, including but not limited to, records to support costs associated with grant funds; copy of the grant award application and all other related documents; and all documentation of reports, audits, and other monitoring. The County retains the right to request records showing the use of Program grant funds.
12. Recipient understands documents submitted within this Program are public documents. The County retains the right to publish data regarding Recipient finances, performance metrics, and Program evaluation. This includes, but is not limited to, Board of Supervisors reports, completed audits by the County Auditor, and shared publicly through the County's website.
13. Recipient is registered through the SAM.gov website and is identified by the Unique Entity Identifier (UEI) number <ENTER NUMBER>.
14. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Recipient shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to Recipients receipt or use of Program funds.
15. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Recipient represents it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, Recipient may be required to reimburse the grant monies to the County.
16. The parties to this Agreement have read and are aware of the provisions, as applicable to this Program and Recipient, of Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, including Recipient is not suspended or debarred from receiving state or federal contracts.
17. Recipient hereby certifies as a federal grantee, the maintenance of workers' compensation insurance, as applicable, as well as general liability insurance. Recipient shall notify the County in the event any required insurance is canceled, expired, or otherwise invalidated during the performance period of this Agreement.
18. Recipient hereby certifies as a federal grantee, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1988 (41 USC 81) and shall provide a drug-free workplace.
19. Pursuant to California Executive Order N-6-22 Recipient is aware compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the Executive Order and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

20. Should any additional grant funds be made available to Recipient through the Program, said funds shall be subject to the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date of the Recipient signature as set forth below.

RECIPIENT:

[For an individual]

[name], d/b/a

[business name]

Date: _____

OR

[For a corporation]

[business name],
a [state] corporation

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY:

County of Plumas, a political subdivision of
the State of California

By: _____

Name: Tracey Ferguson

Title: Planning Director

Date: _____