

# Attachment 2

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES SCO ID:

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev 04/2020)

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
20-PLHA-15630	2	

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 7 PAGES

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

STATE AGENCY NAME

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

CONTRACTOR NAME

**County of Monterey**

2. The term of this Agreement is:

START DATE

06/22/2021

THROUGH END DATE

06/30/2030

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

\$2,765,199.00

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:

Exhibit A, Authority, Purpose, and Scope of Work is hereby deleted in its entirety and replaced with new Exhibit A, Authority, Purpose and Scope of Work, Am. 1 (Rev. 03/2023) attached hereto and made a part hereof.

Exhibit E, Program-Specific Provisions and Special Conditions is hereby deleted in its entirety and replaced with new Exhibit E, Program-Specific Provisions and Special Conditions, Am. 1 (Rev. 03/2023) attached hereto and made a part hereof.

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

**County of Monterey**

CONTRACTOR BUSINESS ADDRESS

**168 West Alisal Street**

CITY

Salinas

STATE

CA

ZIP

93901

PRINTED NAME OF PERSON SIGNING

Craig Spencer

TITLE

Interim Director of Housing &amp; Community Development

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED 8/9/2023

**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

**Diana Malimon**TITLE **Contracts Manager, Business and Contract Services Section**

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

**08/14/2023**

CALIFORNIA DEPARTMENT OF GENERAL SERVICE APPROVAL

EXEMPTION (If Applicable)

**Exempt per: SCM Vol. 1 4.04. A.3 (DGS memo date 06/12/1981)**

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

Pursuant to Part 2 Chapter 2.5 of Division 31 of the Health and Safety Code (commencing with Section 50470) Statutes of 2017 (SB 2, Atkins), which created the Building Homes and Jobs Trust Fund and the Permanent Local Housing Allocation (“PLHA”) Program (“Program”), this Standard Agreement along with all its exhibits (the “Agreement”) is entered under the authority of and in furtherance of the Program. Pursuant to Health and Safety Code, Section 50470 (b), the California Department of Housing and Community Development (referred to herein as “HCD” or “Department”) has issued a Notice of Funding Availability (the “NOFA”), dated February 26, 2020, to govern administration of the fund and carry out the Program.

**2. Purpose**

In accordance with the authority cited above, an application was made to the State (the “Application”) for assistance from the Program for the purpose of making funding available to eligible local governments in California for housing related projects and programs that assist in addressing the unmet housing needs of their local communities. By entering into this Agreement and thereby accepting the award of the PLHA grant funds (the “Grant”), the Contractor (sometimes referred to herein as the “Applicant”) agrees to comply with the terms and conditions of the NOFA, this Agreement, the representations contained in the Application, and the requirements of the authorities cited above.

**3. Definitions**

Capitalized terms not otherwise defined herein shall have the meaning of the definitions set forth in Health and Safety Code Section 50470 and Section 101 of the Guidelines.

**4. Scope of Work**

- A. The scope of work (“Work”) for this Agreement shall consist of one or more of the following eligible uses:
- 1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.

**EXHIBIT A**

- 2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for a term of no less than thirty days.
- 3) Matching portions of funds placed into local or regional housing trust funds.
- 4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
- 5) Capitalized Reserves for Services connected to the preservation and creation of new Permanent supportive housing.
- 6) Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
  - a) This Activity may include subawards to Administrative Entities as defined in HSC Section 50490(a)(1-3) that were awarded California Emergency Solutions and Housing (CESH) program or Homeless Emergency Aid Program (HEAP) funds for rental assistance to continue assistance to these households.
  - b) Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8255(b)(8). An Applicant allocated funds for the new construction, rehabilitation, and preservation of Permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).
- 7) Accessibility modifications in Lower-income Owner-occupied housing.

**EXHIBIT A**

- 8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
  - 9) Homeownership opportunities, including, but not limited to, down payment assistance.
  - 10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing Projects, or matching funds invested by a county in an Affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low interest deferred loan to the Affordable housing Project.
- B. A Local government that receives an allocation shall use no more than five percent of the allocation for costs related to the administration of the Activity(ies) for which the allocation was made. Staff and overhead costs directly related to carrying out the eligible activities described in Section 301 are “activity costs” and not subject to the cap on “administrative costs.” A Local government may share any funds available for administrative costs with entities that are administering its allocation.
- C. Two or more local governments that receive PLHA allocations may expend those moneys on an eligible jointly funded project as provided in Section 50470 (b)(2)(B)(ii)(IV). An eligible jointly funded project must be an eligible Activity pursuant to Section 301(a) and be located within the boundaries of one of the Local governments.
- D. Entitlement Local governments may use the flow of PLHA funds to incentivize private lender loans and to guarantee payments for some or all public agency bond financings for activities consistent with the uses identified in Section 301 “Eligible Activities”. This loan guarantee Activity must be identified and fully explained in the Applicant’s “Plan”.

## EXHIBIT A

### 5. Department Contract Coordinator

The Department's Contract Coordinator for this Agreement is the Division of Financial Assistance, Grant Management Section PLHA Manager or their designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the Department Contract Coordinator at the following address:

California Department of Housing and Community Development  
Attention: Permanent Local Housing Allocation (PLHA)  
Grant Management Section, Suite 400  
2020 West El Camino Avenue, CA 95833  
P. O. Box 952050  
Sacramento, CA 94252-2050

### 6. Contractor Contract Coordinator

The Contractor's contract coordinator for this Agreement is the Authorized Representative listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail, or sent through a commercial courier to the Authorized Representative at the following address:

Authorized Representative Name:	Craig Spencer
Authorized Representative Title:	Interim Director of Housing & Community Dev.
Agency Name:	County of Monterey
Address:	1441 Schilling Place, Second Floor South Salinas, CA 93901
Phone No.:	(916) 683-7111
Email Address:	<a href="mailto:spencerc@co.monterey.ca.us">spencerc@co.monterey.ca.us</a>

### 7. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon approval by the Department, which is the date executed by all parties (such date, the "Effective Date").
- B. This Agreement shall terminate on June 30, 2030.

Permanent Local Housing Allocation (PLHA) Program – Grant  
NOFA Date: (RD 1) 02/26/2020, (RD 2) 05/03/2021, (RD 3) 08/17/2022  
Approved Date: 10/05/2020  
Prep. Date: 04/07/2023

**EXHIBIT A**

- C. Except for predevelopment expenses for construction projects funded by PLHA and costs to develop and prepare the Plan and the PLHA application, no costs incurred more than one year prior to commitment by the Local government may be paid from PLHA funds. Reimbursement of expenses to prepare the Plan and the PLHA application are subject to the cap on administrative fees.
  
- D. Any Grant funds which have not been expended by the expenditure deadline shall be disencumbered and revert to the Department. The expenditure deadline is fifty-eight months from the date of the budget appropriation for each year of funds included in this Agreement.



## EXHIBIT E

### PROGRAM-SPECIFIC PROVISIONS AND SPECIAL CONDITIONS

#### 1. Program-Specific Provisions

The following are project-specific terms and conditions (referred to as enumerated provision(s) for ease of reference in prior exhibits) and shall inform the references made to project-specific information not contained in those prior exhibits.

#### **Budget Detail:**

Contractor has been awarded the following grant activity amounts for 2019: **\$648,380**

Contractor has been awarded the following grant activity amounts for 2020: **\$1,007,784**

Contractor has been awarded the following grant activity amounts for 2021: **\$1,109,035**

Estimated five-year allocation may not exceed: **\$3,890,280**

#### **Payees:**

A. The authorized Payee(s) is/are as specified below:

Name: **County of Monterey**

Total Amount: **\$2,765,199**

**Plan:** Activity 1 - PLHA funds will be used to provide gap financing for construction of affordable rental housing projects targeted to households that are primarily 60% AMI or below (80% of allocation) and 20% of the allocation could assist households at 80% AMI.

Funding Allocation Year	2022	2023
Type of Activity	Affordable Rental Housing	Affordable Rental Housing
Percentage of Funds Allocated for Each Activity	40%	40%
Area Median Income Level Served	60%	60%

Activity 3 - The County will allocate funding to the local housing trust fund to ensure funding is provided for gap financing for the construction of multi-family, permanent supportive and affordable rental housing projects targeted to households that are primarily 60% AMI or below (80% of the allocation) and 20% of the allocation could assist households that are at 80% AMI. These projects must be ready to apply for financing, such as the California Tax Credit Allocation Committee (TCAC) for either 4% or 9% tax credits. If multiple projects meet these criteria, the County will conduct a

Permanent Local Housing Allocation (PLHA) Program – Grant

NOFA Date: (RD 1) 02/26/2020, (RD 2) 05/03/2021, (RD 3) 08/17/2022

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### EXHIBIT E

formal Request for Proposal and each application will be rated and ranked. Qualified projects may be recommended for future funding years. Any committed PLHA funding will not be distributed until all other financing is in place.

<b>Funding Allocation Year</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Type of Activity	Rental	Rental	Rental
Percentage of Funds Allocated for Each Activity	50%	40%	40%
Area Median Income Level Served	60%	60%	60%

Activity 5 - The County intends to use PLHA funds to meet its affordable housing development goals for permanent supportive housing by providing funding for PSH and for the capitalized reserves for services necessary for PSH projects.

<b>Funding Allocation Year</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Type of Activity	New Construction	New Construction	New Construction	New Construction
Percentage of Funds Allocated for Each Activity	25%	25%	25%	25%
Area Median Income Level Served	30%	30%	30%	30%

Activity 6 - The County would use funds to provide rapid rehousing, rental assistance, supportive/case management services that would allow people to obtain and retain housing, including operating and capital costs for the County's two shelters/navigation centers that it participates in funding in the City of Salinas and Seaside. The County is dedicated to increasing its housing supply for 0-30% AMI individuals within the County by providing permanent and transitional housing.

<b>Funding Allocation Year</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Type of Activity	Navigation Centers	Navigation Centers	Navigation Centers	Navigation Centers	Navigation Centers
Percentage of Funds Allocated for Each Activity	50%	35%	35%	35%	35%
Area Median Income Level Served	30%	30%	30%	30%	30%
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

## 2. Special Conditions

The following Special Conditions are applicable to this Standard Agreement: None.

Permanent Local Housing Allocation (PLHA) Program – Grant  
NOFA Date: (RD 1) 02/26/2020, (RD 2) 05/03/2021, (RD 3) 08/17/2022  
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