

**COLLABORATION AGREEMENT
AMONG THE
COUNTY OF MONTEREY – URBAN COUNTY
CITY OF MONTEREY
CITY OF SALINAS
CITY OF SEASIDE
AND THE
HOUSING AUTHORITY OF THE COUNTY OF MONTEREY
FOR
THE 2020-2025 ASSESSMENT OF FAIR HOUSING**

THIS AGREEMENT, entered this ___ day of _____, 2017 by and among County of Monterey – Urban County (herein called the “Urban County”), the City of Monterey (herein called “Monterey”), the City of Salinas (herein called (“Salinas”), the City of Seaside (herein called “Seaside”), and the Housing Authority of the County of Monterey (herein called the “Housing Authority”) (collectively referred to as “Program Participants”).

WHEREAS, the County of Monterey – Urban County, seeks United States Department of Housing and Urban Development (HUD) approval to align its upcoming Consolidated Plan (Con Plan) and Assessment of Fair Housing (AFH) submission schedule with Monterey, Salinas, Seaside and the Housing Authority; and

WHEREAS, the County of Monterey – Urban County, is a recipient of HUD entitlement funding and a Con Plan program participant with an existing 5 (five) year Con Plan cycle beginning in 2013 which covers fiscal years 2013-2017; and

WHEREAS, the County of Monterey - Urban County’s next 5 (five) year Con Plan cycle is scheduled to begin in 2018 which will cover fiscal years 2018-2022 with a submission due date of May 15, 2018; and

WHEREAS, the County of Monterey – Urban County’s upcoming AFH submission due date is scheduled for October 4, 2017; and

WHEREAS, Monterey, Salinas and Seaside, are recipients of HUD entitlement funding and are Con Plan Program Participants with an existing 5 (five) year Con Plan Cycle beginning in 2015 which covers fiscal years 2015-2019; and

WHEREAS, Monterey, Salinas and Seaside’s next 5 (five) year Con Plan cycle is scheduled to begin in 2020 which will cover fiscal years 2020-2024 with a submission due date of May 15, 2020; and

WHEREAS, Monterey, Salinas and Seaside’s upcoming AFH submission due date is scheduled for October 5, 2019; and

WHEREAS, the Housing Authority, is a public housing authority (PHA) which is a recipient of HUD funding and a PHA Plan program participant with an existing 5 (five) year PHA Plan cycle beginning in 2015 which covers fiscal years 2015-2019; and

WHEREAS, the Housing Authority’s next five (5) year PHA Plan cycle is scheduled to begin in 2020 which will cover fiscal years 2020-2024 with a submission due date of April 17, 2020; and

WHEREAS, the Housing Authority’s upcoming AFH submission due date is scheduled for October 5, 2019; and

WHEREAS, the Program Participants are subject to the affirmatively furthering fair housing requirements found at 24 CFR §§ 5.150 through 5.180 and required to submit an AFH to HUD; and

WHEREAS, the County of Monterey – Urban County requests HUD approval to align its upcoming Con Plan and AFH submission deadline schedule with the Con Plan and AFH submission deadline schedules of Monterey, Salinas, Seaside and Housing Authority; and

WHEREAS, the Program Participants wish to collaborate on a joint effort regarding the AFH update process and to submit their AFH on the same HUD submission schedule;

NOW, THEREFORE, it is agreed between the parties hereto that:

1. PURPOSE

- 1.1. Alignment of Consolidated Planning and Public Housing Authority Planning cycles; and,
- 1.2. Preparation of a regional Assessment of Fair Housing for the entirety of Monterey County, including cities that are eligible to receive Community Development Block Grant (CDBG) funding through the State CDBG program.

2. PROGRAM YEAR/FISCAL YEAR ALIGNMENT

- 2.1. By entering into this Agreement, the Program Participants have indicated their desire to:
 - 2.1.1. Align their Consolidated Plan (Con Plan) Program Year start date(s) and/or PHA plan fiscal year beginning date(s) in accordance with the regulations at 24 CFR § 91.10, for Con Plan Program Participants, or 24 CFR part 903, for PHAs. If alignment of program year(s) or fiscal year(s) is not possible, the AFH will be submitted in accordance with the Lead Agency’s Con Plan program year start date or PHA plan fiscal year beginning date (as applicable).
 - 2.1.2. Align their Con Plan cycle(s) and/or PHA planning cycle(s) in accordance with the regulations at 24 CFR part 91, for Con Plan Program Participants, or 24 CFR part 903, for PHAs. If alignment of Con Plan cycle(s) or PHA planning cycle(s) is not possible, the AFH will be submitted in accordance with the Lead Agency’s Con Plan cycle or PHA plan cycle.

3. LEAD AGENCY

- 3.1. The Program Participants mutually agree that the City of Salinas will serve as the Lead Agency, and will perform the roles and responsibilities set forth in Section 4.1 of this Agreement and will be responsible for submitting the joint AFH on behalf of all the collaborating Program Participants.

4. ROLES/RESPONSIBILITIES OF PROGRAM PARTICIPANTS

4.1. Lead Agency

4.1.1. As the Lead Agency designated by this Agreement, the City of Salinas' tasks include, but are not limited to:

- 4.1.1.1. Provide day-to-day oversight and planning of activities to be undertaken throughout the AFH update process;
- 4.1.1.2. Prepare a draft Request for Proposals (RFP) to select the Qualified AFH Consultant for review and comment by Program Participants;
- 4.1.1.3. Prepare and disseminate the final RFP based on input received from the Program Participants;
- 4.1.1.4. Receive proposals submitted in response to the RFP and coordinate the rating and ranking of proposals by Program Participants;
- 4.1.1.5. Contract with the Qualified AFH Consultant selected by the Program Participants including but not limited to:
 - 4.1.1.5.1. Receive, review and pay invoices submitted by the Qualified AFH Consultant;
 - 4.1.1.5.2. Coordinate requests for information submitted by the Qualified AFH Consultant to the Program Participants;
 - 4.1.1.5.3. Enter into contract with a Qualified AFH Consultant only if a simple majority of Program Participants approve the selected Qualified AFH Consultant and only if all Program Participants approve the terms of the contract;
 - 4.1.1.5.4. Perform all activities required of Program Participants in Section 4.2 as necessary to complete the AFH.

4.2. Program Participants

4.2.1. The Program Participants' tasks include, but are not limited to:

- 4.2.1.1. Provide input on the preparation of a joint Program Participant AFH Request for Proposal (RFP) to obtain the services of a Qualified AFH Consultant for purposes of the AFH update;
- 4.2.1.2. Review proposals, rate, and rank responses to the RFP in order to select a Qualified AFH Consultant for purposes of the AFH update;
- 4.2.1.3. Provide their respective jurisdictional information to each other, to HUD, and to the Qualified AFH Consultant until the AFH update is approved by HUD;
- 4.2.1.4. Promote, market, and host public workshops and any other forms of outreach that are mutually agreed upon by all Program Participants, including responding to oral and written comments throughout AFH update process;
- 4.2.1.5. Submit necessary documentation (staff reports, Resolutions, budget requests, agreements, and similar types of documents) for approval to their Governing Boards as necessary throughout the AFH update process; and

4.2.1.6. Participate in meetings and conference calls related to the AFH update process.

4.2.1.7. Accountability

4.2.1.7.1. Program Participants will be jointly accountable for any applicable joint analysis and any applicable joint goals and priorities to be included in the submitted AFH.

4.2.1.7.2. Program Participants will be accountable for their individual analysis, goals and priorities to be included in the submitted AFH.

5. QUALIFIED AFH CONSULTANT

5.1. The responsibilities of the Qualified AFH Consultant shall include:

5.1.1. Collect all data necessary to complete a regional AFH consistent with HUD's Affirmatively Furthering Fair Housing (AFFH) Final Rule;

5.1.2. Prepare a draft AFH for consideration by the Program Participants;

5.1.3. Based on input provided by Program Participants, prepare the final AFH for the Lead Agency to submit to HUD.

5.1.3.1. Preparation of this joint AFH does not relieve the Program Participants from analyzing and addressing local and regional fair housing issues and contributing factors that affect fair housing choice, and to set priorities and goals for its geographic area and Program Participants local areas.

5.1.4. These responsibilities may be further defined in a subsequent agreement between the Lead Agency and the Qualified AFH Consultant; the terms of the agreement between the Lead Agency and the Qualified AFH Consultant are subject to approval by all Program Participants.

5.1.5. The agreement between the Lead Agency and the Qualified AFH Consultant shall require the Qualified AFH Consultant to indemnify and hold harmless all Program Participants on terms substantially similar to those set forth in this Agreement, Section 9.

5.1.5.1. The agreement between the Lead Agency and the Qualified AFH Consultant shall further require the Qualified AFH Consultant to maintain insurance coverage and demonstrate evidence of coverage on terms substantially similar to those set forth in this Agreement, Section 10.

6. FINANCIAL PARTICIPATION

6.1. Preparation of the Regional Assessment of Fair Housing including jurisdictional level Assessments and Plans is anticipated to cost \$125,000 (One Hundred Twenty Five Thousand Dollars).

6.2. Each Program Participant shall contribute \$10,000 as a base cost to prepare the Regional AFH.

6.3. In addition to the base cost, each Program Participant shall contribute an additional amount equal to their share of the population covered by the Regional AFH.

6.4. Calculation of Combined Program Participant Cost Share:

Program Participant	Population	Share of Population	Base Cost (6.2)	Population Share Cost (6.3)	Allocated Share
HACM Section 8	8,135	2.4%	\$10,000	\$1,771	\$11,771
City of Monterey	27,810	8.1%	\$10,000	\$6,055	\$16,055
City of Salinas	150,441	43.7%	\$10,000	\$32,754	\$42,754
City of Seaside	33,025	9.6%	\$10,000	\$7,190	\$17,190
Urban County	<u>125,064</u>	<u>36.3%</u>	<u>\$10,000</u>	<u>\$27,229</u>	<u>\$37,229</u>
Total	344,475		\$50,000	\$75,000	\$125,000

6.5. Program Participant Payments

6.5.1. First Deposit:

6.5.1.1. The Urban County shall deposit \$20,000.00 (Twenty Thousand Dollars and No Cents) with the Lead Agency upon execution of a contract between the Lead Agency and a Qualified AFH Consultant.

6.5.1.1.1. The Urban County shall pay the first \$20,000 of all Qualified AFH Consultants provided these costs are incurred prior to June 30, 2017.

6.5.1.1.2. Urban County payments made pursuant to Section 6.5.1.1.1. will be credited towards the Urban County's total obligation as future Qualified AFH Consultant invoices are received and paid.

6.5.1.2. The cities of Monterey and Seaside, and the Housing Authority of Monterey County shall deposit 50% (Fifty Percent) of their Allocated Share with the Lead Agency upon execution of a contract between the Lead Agency and a Qualified AFH Consultant.

6.5.2. Second Deposit

6.5.2.1. All Program Participants shall submit the balance of their Allocated Share to the Lead Agency upon acceptance of the deliverable representing 50% (Fifty Percent) of the total AFH Assessment by all Program Participants.

6.5.3. Except as provided in Section 6.5.1.1.1., the Lead Agency shall disburse payments from the funds deposited with the Lead Agency by each Program Participant to the Qualified AFH Consultant based on the Share of Population shown in Section 6.4.

6.5.4. The Lead Agency shall be responsible for allocating all payments to the Qualified AFH Consultant and maintain such records as necessary to document that each Program Participant paid its Allocated Cost.

6.6. In the event that completion of the Regional AFH exceeds \$125,000 Program Participants will share the additional cost based on the Share of Population shown in Section 6.4.

6.7. In the event that completion of the Regional AFH is less than \$125,000 Program Participants will share the cost savings based on the Share of Population shown in Section 6.4.

6.8. Program Participants may request additional analysis beyond that included in the Regional AFH at their own expense provided the Qualified AFH Consultant is still under contract with the Lead Agency.

7. TERM OF AGREEMENT

7.1. The term of this Agreement shall begin as of the effective date above and shall terminate upon the date on which HUD approves the Program Participants' AFH.

8. WITHDRAWAL

8.1. Program Participants may withdraw from this Agreement by submitting a written withdrawal notice to all Program Participants at least thirty (30) days prior to withdrawing. The withdrawing Program Participant must also promptly notify HUD of its withdrawal from the collaboration.

8.2. Funds deposited with the Lead Agency shall be refunded to the Program Participant following payment to the Qualified AFH Consultant for services rendered during the calendar month the Program Participant withdrew from the Regional AFH.

9. SPECIAL CONDITIONS

9.1. Program Participants may make changes to this Agreement provided that each Program Participant consents to the proposed changes in writing, by executing a formal, written amendment approved by each Program Participant's respective governing board.

9.2. No amendment to the Agreement shall be valid until it has been approved by each Program Participant's respective governing board.

9.3. Any amendment to this Agreement must be submitted to HUD.

9.3.1. HUD is not required to approve any amendment to the Agreement prior to its execution by the Program Participants.

9.3.2. HUD encourages the Program Participants to submit the proposed Amendment for review if there is any question about the proposed action.

10. MUTUAL INDEMNIFICATION

10.1. The County of Monterey-Urban County shall indemnify, defend, and hold harmless each of the other Program Participants, and their officers agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the County of Monterey-Urban County and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the other Program Participants. The County of Monterey shall reimburse the other Program Participants for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County of Monterey-Urban County is obligated to indemnify, defend and hold harmless the other Program Participants under this Agreement.

10.2. The City of Monterey shall indemnify, defend, and hold harmless each of the other Program Participants, and their officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the City of Monterey and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the other Program Participants. The City of Monterey shall reimburse the other Program Participants for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the City of Monterey is obligated to indemnify, defend and hold harmless the other Program Participants under this Agreement.

- 10.3. The City of Salinas shall indemnify, defend, and hold harmless each of the other Program Participants, and their officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the City of Salinas and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the other Program Participants. The City of Salinas shall reimburse the other Program Participants for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the City of Salinas is obligated to indemnify, defend and hold harmless the other Program Participants under this Agreement.
- 10.4. The City of Seaside shall indemnify, defend, and hold harmless each of the other Program Participants, and their officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the City of Seaside and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the other Program Participants. The City of Seaside shall reimburse the other Program Participants for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the City of Seaside is obligated to indemnify, defend and hold harmless the other Program Participants under this Agreement.
- 10.5. The Housing Authority of the County of Monterey shall indemnify, defend, and hold harmless each of the other Program Participants, and their officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the Housing Authority of the County of Monterey and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the other Program Participants. The Housing Authority of the County of Monterey shall reimburse the other Program Participants for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Housing Authority of the County of Monterey is obligated to indemnify, defend and hold harmless the other Program Participants under this Agreement.
- 10.6. The indemnity and hold harmless obligations set forth in this Agreement survive the termination of this Agreement and extend to the expiration of the statute of limitations applicable to any claims that arise out of the performance of this Agreement. Each Program Participant shall cooperate with the others in the defense of any suit or action arising of, or related to this Agreement.

11. MUTUAL INSURANCE REQUIREMENTS

- 11.1. It is understood that the City of Monterey, the City of Salinas, the City of Seaside and the County of Monterey are self-insured public agencies and without limiting their respective duties to indemnify the other, shall each maintain in effect throughout the term of this Agreement self-insurance and/or insurance with the minimum limits of liability stated in Section 11.3.
- 11.2. It is understood that the Housing Authority of Monterey County maintains liability insurance coverage through the Housing Authority Risk Retention Pool likewise agrees, without limiting their duty to indemnify the other, to maintain in effect through the term of this Agreement insurance with the minimum limits of liability stated in Section 11.3.

11.3. Liability Limits

- 1.1.1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 1.1.2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.
- 1.1.3. Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- 1.1.4. Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, then each shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

1.2. Evidence of Coverage

- 1.2.1. Prior to commencement of this Agreement, Program Participants shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.
- 1.2.2. This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed.
- 1.2.3. Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

12. SEVERABILITY

- 1.3. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

13. SECTION HEADINGS AND SUBHEADINGS

1.4. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

14. WAIVER

1.5. A Program Participant's failure to act with respect to a breach by another Program Participant does not waive its right to act with respect to subsequent or similar breaches. The failure of the Program Participant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

15. ENTIRE AGREEMENT

1.6. This Agreement between the Program Participants for the submission of the 2020-2025 AFH supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Program Participants with respect to this Agreement. By signing this Agreement with the authorization of their respective governing Boards, the Program Participants are bound to perform the responsibilities and tasks described in this Agreement.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

COUNTY OF MONTEREY – URBAN
COUNTY

CITY OF MONTEREY

David Spaur,
Economic Development Director

Michael McCarthy
City Manager

Date _____

Date _____

Approved as to Form

Approved as to Form

Rebecca Cenicerros
Deputy County Counsel

Christine Davi
City Attorney

CITY OF SALINAS

CITY OF SEASIDE

Megan Hunter
Community Development Director

Craig Malin
City Manager/Community Development
Director

Date _____

Date _____

Approved as to Form

Approved as to Form

Christopher A. Callihan
City Attorney

Don Freeman
City Attorney

HOUSING AUTHORITY OF THE
COUNTY OF MONTEREY

Jean L. Goebel
Executive Director

Approved as to Form

Thomas Griffin
Counsel for the Authority