

AGREEMENT NUMBER 17-NPLH-11612
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CONTRACTOR'S NAME
Monterey County

2. The term of this Agreement is: **Upon HCD Approval through 6 years after execution of HCD Contract**

3. The maximum amount of this Agreement is: **\$100,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Authority, Purpose and Scope of Work	3
Exhibit B - Budget Detail and Payment Provisions	2
Exhibit C - State of California General Terms and Conditions*	GTC - 04/2017
Exhibit D - Terms and Conditions	6
Exhibit E - Special Terms and Conditions	1
TOTAL NUMBER OF PAGES ATTACHED	12 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. The GTC 04/2017 documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Service Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Monterey County		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 01/18/2018	
PRINTED NAME AND TITLE OF PERSON SIGNING Elsam Jimenez, Director of Health		
ADDRESS 1270 Natividad Road, Salinas, CA 93906		
STATE OF CALIFORNIA		JAN 29 2018
AGENCY NAME Department of Housing and Community Development		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 1/29/18	
PRINTED NAME AND TITLE OF PERSON SIGNING Synthia Rhinehart, Contracts Manager, Business & Contract Services Branch		
ADDRESS 2020 W. El Camino Ave., Sacramento, CA 95833		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.A.3 (DGS Memo dated 6/12/81)

APPROVED AS TO FORM AND LEGALITY:

DEPUTY COUNTY COUNSEL,
COUNTY OF MONTEREY,

Reviewed as to fiscal provision

Auditor-Controller
County of Monterey 1-17-18

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

No Place Like Home (NPLH) Program - Technical Assistance (TA) Grant Fund Program

1. Authority

Pursuant to Part 3.9 of Division 5 of the Welfare and Institutions Code (commencing with Section 5849.1) enacted in 2016, all as amended and in effect from time to time, the State has established the No Place Like Home Program (the "Program"). This Standard Agreement along with all its exhibits (the "Agreement") is entered into under the authority of, and in furtherance of the purpose of, the Program. Pursuant to the Welfare and Institutions Code, Section 5849.5, the State has issued Technical Assistance (TA) Guidelines governing the technical assistance component of the Program, as amended from time to time (the "Guidelines").

2. Purpose

In accordance with the authority cited above, an application was made to the State for assistance from the Program for the purpose of providing technical and application preparation assistance to counties. By entering into this Agreement and thereby accepting the award of the NPLH Technical Assistance Grant funds (the "Grant"), the Contractor (sometimes referred to as the "Applicant" or "County") agrees to comply with the terms and conditions of the Guidelines, the Notice of Funding Availability (the "NOFA"), this Agreement, the representations contained in the application, and the requirements of the authorities cited above.

3. Definitions

Capitalized terms herein shall have the meaning of the definitions set forth in the TA Grant Guidelines.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall consist of one or more of the following eligible uses:

- A. Eligible uses of the Grant include costs associated with the planning, design, application for, and implementation of, an NPLH project. Eligible uses include:
- 1) Assistance in applying for NPLH Program funds;
 - 2) Assistance in implementing NPLH Program activities, including the development of permanent supportive housing that uses Housing First principles for the Target Population;
 - 3) Assistance in coordinating funded activities with local homelessness systems, including Coordinated Entry Systems (CES);

EXHIBIT A

- 4) Assistance in collecting data, sharing data amongst multiple systems, evaluating program activities, sharing data among multiple systems, and implementing regulatory and homelessness systems; and,
 - 5) Assistance in planning for delivering a range of supportive services to tenants.
- B. A county may subcontract for eligible technical assistance activities or provide them directly. A county may also coordinate or collaborate in their use of technical assistance grant funds. The following activities are examples of how the Grant may be used:
- 1) To promote evidence-based service delivery, including soliciting consumer feedback;
 - 2) To develop or implement community acceptance strategies; and,
 - 3) To hire staff or consultants to assist with:
 - i. Identifying potential sites;
 - ii. Developing a process to identify potential developers, or development sponsors;
 - iii. Monitoring activities of developers or development sponsors to ensure adherence with NPLH Program requirements;
 - iv. Brokering relationships and coordinating activities between parties involved in providing housing and/or services to members of the Target Population, including but not limited to, the county, affordable housing developers and/or housing authorities, service providers, and local Coordinated Entry Systems; and,
 - v. Identifying and applying for additional resources for capital, supportive services, and operating costs.
- C. Coordinate and partner with other county and community providers (e.g., social services, healthcare, education, homeless providers) to increase understanding of the intersections and overlapping needs of these sectors' shared clientele;
- D. Coordinate and communicate with the Department, the Department of Health Care Services, and other State agencies to support learning, identification of additional training and other technical assistance needs, and regional collaboration;
- E. Implement other capacity-building activities related to creating housing models suitable for the Target Population; and,
- F. Develop or update a county homeless plan.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

No Place Like Home (NPLH) Program – Technical Assistance (TA) Grant Fund Program

1. Budget Detail

Upon application by a County, the Department shall award funds in the form of a grant as follows:

- A. \$150,000 to the County of Los Angeles and to large counties with a population greater than 750,000;
- B. \$100,000 to medium counties with a population between 200,000 to 750,000; and,
- C. \$75,000 to small counties with a population of less than 200,000.

2. General Conditions of Disbursement

The County shall submit all of the following information for the Department's approval, prior to disbursement:

- A. A description of the geographic area served;
- B. A description of the technical assistance that is to be funded by the Grant; and,
- C. Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of Grant funds.

3. Disbursement Requirements

Prior to receiving the Grant funds, the County shall submit the following:

- A. Payee Data Record (Std. 204);
- B. Request for Funds documents; and,
- C. Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of Grant funds.

4. Expenditure of Funds

- A. All Grant funds must be expended by June 30, 2020.
- B. Any Grant funds not expended by June 30, 2020, shall be disencumbered and thereafter be used to augment the Department's contracts (if any) for expert technical assistance

EXHIBIT D

TERMS AND CONDITIONS

No Place Like Home (NPLH) Program – Technical Assistance (TA) Grant Fund Program

1. Contractor's Application for Funds

- A. Contractor has submitted to the Department an Application for the Technical Assistance (TA) Grant funds under the NPLH Program. The Department is entering into this Agreement on the basis of, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. Contractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the Grants or activities governed by this Agreement, then the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Reporting/Audits

- A. Commencing with the effective date of this Agreement and continuing through the expiration date set forth in Exhibit A, Section 5, the Contractor shall submit an annual expenditure report to the Department on forms provided by the Department within 60 days of the close of the Contractor's fiscal year.
- B. The annual expenditure report shall contain a detailed report on the amount of funds used for each specific eligible purpose.
- C. The Department reserves the right to perform or cause to be performed a financial audit. At the Department's request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- D. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in 24 CFR 85.36.
 - 1) The Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
 - 2) The Contractor is responsible for the completion of audits and all costs of preparing audits.

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- B. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may:
- 1) Bar the Contractor from applying for future NPLH funds;
 - 2) Revoke any other existing NPLH award(s) to the Contractor;
 - 3) Require the return of any unexpended NPLH funds disbursed under this Agreement;
 - 4) Require repayment of NPLH funds disbursed and expended under this agreement;
 - 5) Require the immediate return to the Department of all funds derived from the use of NPLH funds including, but not limited to recaptured funds and returned funds;
 - 6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with the NPLH Program requirements; and,
 - 7) Seek such other remedies as may be available under the relevant agreement or any law.
- C. All remedies available to the Department are cumulative and not exclusive.
- D. The Department may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

5. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

6. Equal Opportunity Requirements and Responsibilities

A. Executive Order 11063 (1962)

This Order prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

B. Executive Order 12892 (1994), as amended

This Order requires federal agencies to affirmatively further fair housing in their programs and activities.

EXHIBIT D

residents of the project area and contracts for work in connection with the project be awarded to businesses, which are located in, or owned in substantial part by persons residing in the area of the NPLH project.

- 2) The parties to this agreement shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- 3) The Applicant shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice informing the said labor organization or worker's representative of the Applicant's commitments under the Section 3 clause and shall post copies of the notice in conspicuous places available to said employees and applicants for employment or training.
- 4) The Applicant shall include these Section 3 clauses in every contract and subcontract for work in connection with the Grant funds and shall, at the direction of the Department, take appropriate action pursuant to the contract upon a finding that the Applicant or any contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR 135, and shall not let any contract unless the Applicant or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the NPLH project, binding upon the Applicant, its successors, and assigns. Failure to fulfill these requirements shall subject the Applicant, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the Agreement through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

7. Conflict of Interest

In the procurement of property and services, the Contractor shall comply with the conflict of interest provisions in 24 CFR 85.36 for the procurement of property and with 24 CFR 84.42 for the procurement of services. In all cases not governed by these two sections, the Contractor shall comply with 24 CFR 92.356. Section 24 CFR 92.356 prohibits, in part, that any employee, agent, consultant, officer or elected or appointed official, "who exercise or have exercised any functions or responsibilities with respect to activities assisted with NPLH funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a NPLH-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter."

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

No Place Like Home (NPLH) Program – Technical Assistance (TA) Grant Fund Program

There are no Special Conditions specific to this Standard Agreement.