



RESOLUTION No. 18-068

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AGREEMENT NUMBER 17-NPLH-11536 WITH THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR THE NO PLACE LIKE HOME (NPLH) PROGRAM TECHNICAL ASSISTANCE GRANT

WHEREAS, the State of California, Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) dated April 10, 2017 for its No Place Like Home (NPLH) Program Technical Assistance Grants; and

WHEREAS, per Resolution 17-251, the Nevada County Board of Supervisors approved the Behavioral Health Department's application to HCD for the NPLH Program Technical Assistance Grant; and

WHEREAS, the application was approved and Nevada County was awarded \$75,000 in funding pursuant to the NPLH Program Technical Assistance Grant; and

WHEREAS, the purpose of the NPLH Program is to provide financing for acquisition, design, construction, rehabilitation and preservation costs, and to capitalize operating reserves for permanent supportive housing for individuals living with a serious mental illness who are homeless, chronically homeless, or at-risk of chronic homelessness; and

WHEREAS, the grant funds will be utilized locally to apply for NPLH Program funds, implement NPLH activities, coordinate NPLH funded activities with local homelessness systems including Coordinating Entry Systems, implement other capacity-building activities related to creating permanent supportive housing models, deliver a range of supportive services to tenants, and develop or update the Nevada County homeless plan.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Agreement Number 17-NPLH-11536 by and between the County and the California of Housing and Community Development (HCD) for the No Place Like Home (NPLH) Program Technical Assistance Grant in the maximum amount of \$75,000 commencing upon HCD approval and shall not terminate until six (6) years after disbursement of the grant funds, hereby is approved in substantially the form attached hereto and that the County Executive Officer be and is hereby authorized to execute the Agreement on behalf of the County of Nevada.

Funds to be deposited into revenue account: 1589-50101-491-1000/445090

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of February, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward Scofield, Chair

2/27/2018 cc: CEO (5)
AC* (Hold)

3/09/2018 cc: HHSA(5)
AC* (Hold)

5/25/2018 cc: HHSA*
AC* (Release)

AGREEMENT NUMBER

17-NPLH-11536

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

Nevada County

2. The term of this Agreement is:

Upon HCD Approval through 6 years after HCD Contract execution.

3. The maximum amount of this Agreement is:

\$75,000.00

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

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Exhibit B - Budget Detail and Payment Provisions

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Exhibit C - State of California General Terms and Conditions*

GTC - 04/2017

Exhibit D - Terms and Conditions

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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

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

Nevada County

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Richard A. Haffey, County Executive Officer

ADDRESS

950 Maidu Avenue, Nevada City, CA 95959

STATE OF CALIFORNIA

AGENCY NAME

Department of Housing and Community Development

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Synthia Rhinehart, Contracts Manager, Business & Contract Services Branch

ADDRESS

2020 W. El Camino Ave., Sacramento, CA 95833

California Department of
General Service
Use Only

MAR 21 2018

☒ Exempt per: SCM 4.04.A.3 (DGS Memo dated 6/12/81)

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 A

4. Department Contract Coordinator

The Contract Coordinator of this Agreement for the Department is the Division of Financial Assistance Operations Manager, or the Manager's 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:

Department of Housing and Community Development
Division of Financial Assistance
2020 W. El Camino, Suite 330
Sacramento, California 94252-2054
Attention: NOFA Section - NPLH Contracts

5. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon approval by the Department, (which is the date stamped by the Department in the lower right hand corner of page one, Standard Agreement, STD. 213), and executed by all parties.
- B. All NPLH Technical Assistance Grant funds not expended by June 30, 2020, shall be disencumbered and thereafter be used to augment the Department's contracts for expert technical assistance and application preparation assistance to counties for purposes of implementing the NPLH Program.
- C. This Agreement shall not terminate until six (6) years after disbursement of the Grant funds as stated in the State of California Standard Agreement STD 213 paragraph 2.

6. Special Conditions

The Department reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

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 B

and application preparation assistance to counties for purposes of implementing the NPLH Program.

5. Method of Payment

The Department shall not award or disburse funds unless it determines that the Program funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.

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.

EXHIBIT D

- 3) If there are audit findings, the Contractor must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.

3. Retention and Inspection of Records

- A. The Contractor agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide the Department or its designee, with any relevant information requested. The Contractor agrees to permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the NPLH statutes, NPLH program guidelines, and this Agreement.
- B. The Contractor further agrees to retain all records for a period of (5) five years after the end of the term of this Agreement.
 - 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.
 - 2) The Contractor also agrees to include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees. The Contractor shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.
- C. The determination by the Department of the eligibility of any expenditure shall be final.
- D. The Contractor shall retain all books and records relevant to this Agreement for a minimum of (5) five years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

4. Breach and Remedies

- A. The following shall each constitute a breach of this Agreement:
 - 1) Contractor's failure to comply with the terms of this Agreement.
 - 2) Use of, or permitting the use of, Grant funds provided under this Agreement for any ineligible costs or for activities not approved under this Agreement.
 - 3) Any failure to comply with the deadlines set forth in this Agreement.

EXHIBIT D

- 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

C. The Architectural Barriers Act of 1968, as amended (42 USC 4151 et seq.)

This Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by handicapped persons.

D. Executive Order 12898, Environmental Justice (1994)

This Order requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.

E. Affirmative Marketing

The Contractor shall adopt and follow affirmative marketing procedures that provide information, through the implementation of an outreach-marketing program, to attract all eligible persons in the area to the NPLH project without regard to race, color, national origin, sex, religion, familial status, or disability. This affirmative marketing includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351. These affirmative marketing procedures shall be approved by the Department in accordance with the requirements of 24 CFR 92.351.

F. Section 504 of the Rehabilitation Act of 1973 and the "504 Coordinator"

The Contractor agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR 8. For Contractors with 15 or more permanent, full-or part-time employees, this includes but is not limited to, the designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator".

G. The Civil Rights and Age Discrimination Acts Assurances

During the performance of this Agreement, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

H. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3), (if applicable)

- 1) If the Work to be performed under this Agreement is on a project, or projects, assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income

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 D

8. Relocation

Contractor shall comply with all requirements of applicable California relocation law (Gov. Code, § 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regulations., Title 25, § 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.

9. Special Conditions-Contractors/Sub Contractors

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of the Department prior to disbursement of funds. The Contractor shall ensure that all contractors and/or subcontractors are made aware of and agree to comply with all of the conditions of this Agreement and the applicable State requirements governing the use of NPLH funds. Failure to comply with these conditions may result in cancellation of this Agreement.

Notwithstanding any provision in this Agreement, the parties hereto agree and acknowledge that this Agreement constitutes a conditional reservation of funds.

10. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grant, the Applicant, its contractors or subcontractors, and any other Grant activity.

11. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

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.