

**Tehama County  
Health Services Agency  
(TCHSA)**

**GRANT AGREEMENT  
WITH POOR AND THE HOMELESS TEHAMA  
COUNTY COALITION (P.A.T.H.) FOR  
NAVIGATION CENTER OPERATIONS**

May 7, 2024



In reference to RFP No. 23-8001 for Permanent Local  
Housing Allocation (PLHA) Funds

Contact:  
Alexis Ross, MPH, MSDA  
Assistant Executive Director, Program  
(530) 527-8491 ext. 3175  
[Alexis.Ross@tchsa.net](mailto:Alexis.Ross@tchsa.net)



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## A. Recitals

**THIS GRANT AGREEMENT**, hereinafter referred to as “Agreement” is made and entered into on this [REDACTED] day of [REDACTED], 2024 by and between the County of Tehama, a political subdivision of the State of California, through its Health and Human Services Agency (hereinafter known as “County”), and Poor and the Homeless Tehama County Coalition, a California nonprofit public benefit corporation (hereinafter known as “P.A.T.H.”). Together, all of the above entities shall be referred to hereafter as the “Parties.”

**WHEREAS**, the Permanent Local Housing Allocation (“PLHA”) is administered by the California State Department of Housing and Community Development (“HCD”) and provides formula funding annually in five-year cycles to eligible local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

**WHEREAS**, the County, through its Health and Human Services Agency, applied and received award letters and standard agreements for its allocations of PLHA as well as the allocations of the Cities of Red Bluff and Tehama (“Cities”) for the 2019, 2020, and 2021 allocation years. The Cities delegated their funds to the County for the first five-year cycle of 2019-23.

**WHEREAS**, the HCD- and Board of Supervisors-approved plan for these funds stipulates that 60% of the 2020 allocations and 95% of the 2021 allocations are directed to “Navigation Center Operations” which is a sub-activity of PLHA Activity 6. The 2020 and 2021 Activity 6 Navigation Center Operations allocations total \$1,055,654.50.

**WHEREAS**, PLHA Activity 6 is defined by the program guidelines as: “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. 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 8225(b)(8).”

**WHEREAS**, HCD requires that any funds provided to an entity outside of the local government must be awarded through a competitive Request for Proposals (RFP) process.

**WHEREAS**, the County published a Navigation Center RFP on October 23, 2023 with proposals due November 17, 2023.



**WHEREAS**, one proposal, submitted by P.A.T.H. was received by the deadline and scored by a review and ranking committee made up of representatives of the County and Cities. The committee recommended the proposal be awarded the PLHA funding made available through the RFP.

**WHEREAS**, P.A.T.H. proposes to develop, own, and operate a permanent, year-round clinically-enhanced congregate emergency shelter and navigation center called PATH Plaza Navigation Center (hereinafter known as “Navigation Center”).

**WHEREAS**, the Navigation Center is expected to open in 2024, and will consist of 64 year-round shelter beds in two dorm style rooms and one family/youth room, space for up to 12 overflow beds, a commercial kitchen that will serve three meals per day, accommodations for pets, on-site self-serve laundry and showers, and space for services provided by community partners in classroom-style, small group, and one-on-one formats.

**WHEREAS**, HCD may request any necessary updates to this Agreement due to State or PLHA policies and procedures.

**NOW, THEREFORE**, the Parties mutually agree as follows:

## **B. Terms**

This Agreement shall become effective as of [REDACTED] and shall continue through June 30, 2030, or whenever the funds have been fully expended by P.A.T.H., whichever comes later. P.A.T.H. indicated in their proposal that the PLHA funds are expected to be fully expended by the end of year 2 of operations of PATH Plaza Navigation Center, which may be in the calendar year of 2026.

The total amount of this Agreement between the County and P.A.T.H. for Navigation Center Operations is \$1,055,654.50 in the form of a grant. Once the Agreement is executed, the County will provide half of the total grant amount to P.A.T.H. in the amount of \$527,827.25 via a county warrant (check). A financial and programmatic report from P.A.T.H. to the County will be due six months after P.A.T.H. receives this first disbursement of funds. The County will provide the report template for P.A.T.H. to complete. Once the County has approved P.A.T.H.’s completed report, the County will provide the second and final disbursement to P.A.T.H. in the amount of \$527,827.25. This process is modeled after the Community Development Block Grant (CDBG) program.



## C. Intent

The intent of this Agreement is to outline the roles and responsibilities among the Parties in regard to the PLHA grant from the County to P.A.T.H. for Navigation Center Operations. In sum, the roles are as follows:

The County is the administrator of the 2019-23 PLHA formula funds for Tehama County and the Cities of Red Bluff and Tehama.

P.A.T.H. is the developer, owner, and operator of PATH Plaza Navigation Center, a permanent, year-round clinically-enhanced congregate emergency shelter and navigation center.

## D. Guiding Principles

The Parties share the following principles that will guide them under this Agreement:

1. All Parties have the goal of working together to end homelessness in Tehama County.
2. All Parties shall establish a foundation of trust and partnership so that the Navigation Center may provide high-quality services and operate as seamlessly as possible.
3. The County shall organize and facilitate annual meetings with representatives from P.A.T.H to discuss emerging project issues. Ad-hoc meetings may be necessary at times.
4. All Parties agree to the terms and definitions listed below as they pertain to the operations of the Navigation Center.
  - a. Housing First— Per the 2019 Permanent Local Housing Allocation (PLHA) program guidelines, this is defined for PLHA Activity 6 as both the “practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6)” and “compliance with Welfare Institutions Code (WIC) Section 8255(b)(8).”
  - b. Navigation Center— Tehama County defines this as a service-enriched emergency shelter for households experiencing or at risk of homelessness. A navigation center uses a low barrier and Housing First model to assist households in accessing supportive/case management services and obtaining permanent housing.
  - c. Navigation Center Operator— Tehama County defines this as the entity responsible for overseeing the day-to-day operations and services of the navigation center, the center’s financial stability and good standing with funders, and the safety and wellbeing of participants, staff, and volunteers.



- d. Supportive/Case Management Services— Per the 2019 PLHA Guidelines, supportive/case management services are defined as those that “allow people to obtain and retain housing.”
- e. Target Population— Per the 2022 Notice of Funding Availability (NOFA), PLHA defines this for Activity 6 as “persons who are experiencing or at risk of homelessness in conformance with 24 Code of Federal Regulations (CFR Section 578.3), up to 30 percent of Area Median Income (AMI).”

## **E. Approach to Services**

The Navigation Center must operate using both low barrier and Housing First approaches.

1. *Low Barrier*—A low barrier emergency shelter is a form of congregate housing where a minimal number of expectations are placed on people who wish to stay there. The aim is to have as few barriers and rules as possible to allow more people to access services. This often means that people staying in low barrier shelter are not expected to abstain from using alcohol or drugs (off-site), forced to adhere to time limits, or other rules. Providing low barrier shelter means not screening people out of services, but rather using assessment and case management to design personalized service plans for each participant. Dismissals (asking a client to leave) are to be a last resort only, and used only in cases in which a participant poses imminent danger to other participants or staff. In cases in which a participant is dismissed, the dismissal is not to be permanent.
2. *Housing First*— Housing First is an approach guided by the belief that housing is the solution to homelessness. This strategy prioritizes successfully connecting individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment, or service participation requirements. Participants in services at the Navigation Center are to be moved into independent and permanent housing as quickly as is safe and appropriate, then provided with additional supports and services as needed. Additionally, Housing First is based on the theory that client choice is valuable in housing selection and supportive services participation.

More information about the Housing First approach required by PLHA for the Navigation Center can be found in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in WIC Section 8225(b)(8).

## **F. Scope of Services**

The Parties each have a scope of services under this Agreement:



## Tehama County

1. The County is the PLHA Administrative Entity. The County will administer the joint PLHA program with the Cities of Red Bluff and Tehama for the 2019-23 allocation years and communicate with HCD and the Cities when deemed appropriate and necessary.
2. The County will prepare and submit PLHA Annual Streamlined Applications, Annual Progress Reports, Grant Agreements, Requests for Funds/Supporting Documentation, Standard Agreements/Amendments, and any other required documentation to HCD.
3. The County will conduct, prepare, and maintain Project Files, Project Monitoring, and long-term accounting of PLHA funds.
4. The County will request information annually from P.A.T.H. regarding programmatic and fiscal data. The requests may be more frequent than annually at the County's discretion.
5. The County will conduct onsite monitoring of the Navigation Center at least once during the grant period. Monitoring will be planned for in advance and documentation will be requested from the P.A.T.H. This is tentatively scheduled for 2025.
6. The County will comply with all PLHA Standard Agreements/Amendments, guidelines, and regulations as determined by HCD. These may be updated from time to time.
7. The County will coordinate with P.A.T.H. about any ad-hoc PLHA items that are not listed in this Agreement.

## Poor and the Homeless Tehama County Coalition (P.A.T.H)

P.A.T.H. will be responsible for ensuring that all of the activities listed below are available to the Target Population (Section F.9.). Services may be provided by P.A.T.H. or by another party with which P.A.T.H. subcontracts.

### **F.1. Day-to-Day Facility Operations**

The Navigation Center is to be open and available to all persons and families experiencing homelessness in Tehama County 24 hours per day, 365 days per year. P.A.T.H. will be responsible for all day-to-day facility operations, including:



1. Building maintenance and security.
2. Community relations.
3. Providing, or subcontracting with other entities to provide, all services and activities listed in this section.
4. Maintaining and scheduling use of areas in which outside service providers can provide one-on-one and/or group services.
5. Maintaining and managing Memorandums of Understanding (MOUs) and subcontracts with outside providers, if needed.
6. Fiscal management of the overall project.

## **F.2. Emergency Shelter (Day and Overnight)**

The Navigation Center will provide overnight shelter and day shelter services to individuals and families experiencing homelessness in Tehama County. Shelters offer persons experiencing homelessness a safe environment in which to spend time, away from inclement weather and in which they can access Navigation Services.

1. Participants are to be eligible for shelter services regardless of their participation in any other service offered at the Navigation Center.
2. Wherever possible, shelter participants should be assigned a bed that they may return to each night throughout their enrollment, although the operator may develop policies regarding exceptions to this guideline (i.e., overflow beds are offered only on a night-by-night basis, "reserved" beds are re-assigned upon a participant's failure to return to shelter for a specified number of nights, etc.). Bedding must be laundered by the Navigation Center Operator in-between participants, and at least once per week if participants are returning to the same bed each night.
3. Shelter is to be offered 24/7, however, sleeping areas may be closed during daytime hours.
4. P.A.T.H. is responsible for ensuring that shelter is provided in a safe and sanitary manner.





5. The Navigation Center facility should include on-site features designed to assist participants in meeting their basic needs. These features may include, but are not limited to:
  - a. At least one meal per day for people accessing the center during the day.
  - b. Three meals per day for people accessing the center's emergency shelter services.
  - c. Charging stations for cell phones and other devices.
  - d. Showers and hygiene supplies.
  - e. Laundry and/or clean clothing exchange.
  - f. Mail center (an address at which participants can receive mail).
  - g. Document storage (safe storage of birth certificates and other important documents).
  - h. Medication storage (safe and refrigerated storage of medication).
  - i. Accommodations for pets.

### **F.3. Navigation Services (Housing-Focused Case Management)**

The primary objective of Navigation Services is to assist participants in exiting homelessness. This may look very different from one participant to another, and the program must be structured to allow for individualized service plans and to allow each participant to progress according to their own preferences and speed. Navigation Services are to be offered to all participants, regardless of their participation in overnight shelter or any other service.

Importantly, Navigation Services are voluntary and people who access Emergency Shelter services are not required to participate in Navigation Services. People may access Navigation Services independently of Emergency Shelter services. In other words, they do not need to partake in Emergency Shelter services to access Navigation Services, and they do not need to partake in Navigation Services to access Emergency Shelter services.

1. Navigation Services will include assistance with connecting to any on-site or off-site service that will promote stabilization and thus increase the participant's readiness to be housed and likelihood of being successful in permanent housing. These include connections to income development assistance such as job training or public benefits, Navigation Services are to be offered to all participants, regardless of their desire or lack of desire to receive assistance in obtaining permanent housing.
2. Navigation Services are to be offered to any individual within the Target Population (Section F.9.) regardless of participation in other Navigation Center services. Housing Navigators (staff that provide Navigation Services) will meet with each participant as part of the participant's Intake Meeting. Intake meetings will include collection of Homeless



Management Information System (HMIS) data elements and initial screening and assessment to determine Navigation Service needs.

3. Navigation Services provided to those who are Literally Homeless per the U.S. Department of Housing and Urban Development's definition should focus primarily on Screening Barriers (factors that prevent the participant from being able to obtain permanent housing).
4. Navigation Services may be provided to participants who exit homelessness into housing should focus on Retention Barriers – factors that, if not addressed, may limit the participants' ability to retain their housing.
5. Navigation Services provided to those at imminent risk of becoming homeless should focus first on immediate interventions that will assist the participant in retaining their existing housing, then on Retention Barriers to increase the likelihood that they will be successful in retaining their housing in the long-term.
6. Participants who decline Navigation Services are to be clearly informed that they may choose to engage in Navigation Services at any time and are encouraged, but not required, to do so.
7. Rather than simply providing referrals to additional services, Housing Navigators actively connect and advocate for participants with community partners. They make in-person introductions where possible, assist participants in setting up appointments with community partners, coordinate transportation for participants with outside appointments and provide ongoing case management and follow-up with participants.
8. It is expected that the P.A.T.H. will coordinate with community partners to provide a robust array of services, including, but not limited to:
  - a. 12 step and peer support groups (e.g. Alcoholics Anonymous and Narcotics Anonymous)
  - b. Behavioral health care
  - c. Child support services
  - d. Communicable disease screening and prevention education
  - e. Computer access for job and housing searches
  - f. Dental care
  - g. Domestic violence assessments
  - h. Domestic violence assistance services
  - i. Faith-based assistance services
  - j. Family reunification



- k. Home health nursing care
- l. Indoor and outdoor recreational activities
- m. Job training
- n. Job training opportunities
- o. Lesbian, gay, bisexual, transgender, and queer (LGBTQ+) services and referrals
- p. Life skills classes
- q. Mainstream services (e.g. CalFresh, Medi-Cal, CalWORKs)
- r. Medical care
- s. Mental health assessments
- t. Screening for Adverse Childhood Experiences (ACEs)
- u. Substance use disorder assessments
- v. Substance use recovery services, including medication-assisted treatment
- w. Veterans benefit assistance
- x. Veterinary services for pets

P.A.T.H.'s goal should be to arrange to have as many services as possible provided on-site at the Navigation Center. In cases in which this is not possible, P.A.T.H. will be responsible for providing real connections between participants and off-site service providers, assisting participants in setting appointments and providing participants with transportation to off-site service locations.

#### **F.4. Language Access, Including Spanish**

Approximately 23% of people experiencing homelessness who participated in the 2023 Tehama Continuum of Care Point-in-Time Count are Hispanic/Latino. Approximately 26% (one-fourth) of Tehama County residents overall are Hispanic/Latino and approximately 17% of Tehama County residents aged five or older speak Spanish at home (2017-21 U.S. Census Bureau, American Community Survey).

Thus, there are three major requirements for language access detailed below. The County may assist P.A.T.H. in scaling up language access services by connecting them to resources. P.A.T.H. should inform the County of what assistance they need to fulfil these requirements.

1. P.A.T.H. will be required to have some staff that are bilingual in English and Spanish with a preference for those that are also bicultural. Bicultural means that one identifies as part of at least two cultures, for example: Mexican American or Puerto Rican American. English/Spanish bilingual employees will be expected to provide services in the language participants prefer to communicate in. This will include providing all services in Spanish. Per standard human resources practices, P.A.T.H. should include a pay differential for both hourly and salaried bilingual employees that is at least 5% higher than non-bilingual employees who occupy the same position.



2. P.A.T.H. will be required to provide all written materials at the Center in both English and Spanish. This may include, but is not limited to, announcements, intake forms, services forms, and other signage. In addition, the County recommends P.A.T.H. include regular bilingual posts for accounts on social media platforms.
3. P.A.T.H. will be required to create and maintain a Language Access Plan. This Language Access Plan will include procuring phone and/or virtual interpretation services for American Sign Language (ASL) and languages other than English or Spanish. This is so participants can communicate in their preferred language.

### **F.5. Coordinated Entry System (CES) Participation**

The Tehama County Coordinated Entry System (CES) is a community-wide system through which people experiencing or at risk of experiencing homelessness can access the crisis response system in a streamlined way. Individuals and families in need of housing enter the CES through undergoing a standardized assessment that measures their needs and strengths and adding them to the community-wide Housing Needs List. Participating providers then use the List to identify potential participants for their housing and housing-related services. The Navigation Center will be required to accept referrals from the CES into its emergency intervention services, assess and enter participants into the CES, and/or facilitate access to CES for participants through 211 Tehama: <https://211norcal.org/tehama/>

### **F.6. Homeless Management Information System (HMIS) Participation**

The Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and other services to homeless individuals and families and persons at risk of homelessness on a community-wide basis. All clients, programs and services provided at the Navigation Center are to be tracked using this community-wide system.

### **F.7. Reporting**

P.A.T.H. will be responsible for ensuring that all HMIS data, as well as any data requested by all funders and governing agencies, is collected accurately by all Navigation Center staff and subcontractors, to the extent permitted by laws that govern each service type. P.A.T.H. will be expected to provide regular reports to governing agencies and others as directed by governing agencies.



## **F.8. Coordinated Community Response**

P.A.T.H. will build and maintain effective working partnerships with community partners to ensure that wraparound services are provided seamlessly. Providers offering services relevant to stabilization for participants are to be invited to provide such services on-site at the Navigation Center and provided the accommodations necessary to do so wherever possible. Accommodations are to include, but are not to be limited to, use of private meeting offices to meet confidentially with participants, use of group rooms to provide services to multiple participants at the same time where appropriate, access to a secure wireless internet connection while on-site and access to printers, fax machines and other office equipment wherever possible.

## **F.9. Permanent Local Housing Allocation (PLHA)**

The County and P.A.T.H. are both responsible for complying with PLHA guidelines. P.A.T.H. shall comply with all of the following requirements:

1. Operate the Navigation Center in a manner consistent with Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8225(b)(8).
2. Serve the target population: people who are experiencing or at risk of homelessness in conformance with 24 Code of Federal Regulations (CFR Section 578.3) and only up to 30 percent of Area Median Income (AMI).
3. Provide supportive/case management services that allow people to obtain and retain housing.
4. Ensure that no costs incurred more than one year prior to commitment by the County may be paid from PLHA funds (in this case, commitment means the date this Agreement was executed:                     ).
5. Share timely information and data to the County and other parties identified by the County upon the County's request.
6. Comply with onsite monitoring of the facility by the County and/or the County's PLHA consultant. Monitoring will be planned for in advance and documentation will be requested from P.A.T.H.
7. Maintain accounting records of PLHA grant funds expenditures. Retain these records until at least 2035, or until any audits, claims, or litigation is complete, whichever is later.



8. Provide accounting and programmatic records of PLHA grant funds expenditures to the County annually at the end of each fiscal year and upon request of the County or the State.
9. Comply with requests by the County or the State. This may include auditing of records and interviewing employees at any time.
10. Comply with all PLHA Standard Agreements/Amendments, guidelines, and regulations as determined by the County and HCD. These may be updated from time to time. PLHA Standard Agreement is attached as Exhibit B.
11. For the full term of this Agreement and to the extent permitted by law, P.A.T.H shall comply with any remedy determined Section 9 Of Exhibit D of the PLHA Standard Agreement (pg. 36) on behalf of the County for any breach arising from the acts or omissions of P.A.T.H which meets the breach standard outlined in that same Section.

## **G. Delegation and Assignment**

P.A.T.H. shall not delegate its duties or assign its rights under this Agreement, or both, either in whole or in part, without prior written consent of the County, and any prohibited delegation or assignment shall be null and void.

## **H. Termination of the Agreement**

Either the County or P.A.T.H may terminate this Agreement upon breach of this Agreement by the other Party. A written notice of such breach must be given, and if the noticed Party fails to cure such breach to the reasonable satisfaction of the notifying Party within thirty (30) days of delivery of the notice of breach, or such extended period as is agreed necessary to cure the breach, such termination by the noticing Party shall be effective at the end of the cure period if no cure has been affected. In addition, the following occurrences will give the County the right to terminate this Agreement:

1. A petition is filed for voluntary or involuntary bankruptcy by or on behalf of P.A.T.H, which petition not dismissed with sixty (60) days.
2. If P.A.T.H. makes a general assignment, or P.A.T.H.'s interests hereunder are assigned involuntarily or by operation of law, for the benefit of creditors.
3. Abandonment of the Navigation Center by P.A.T.H.



4. If P.A.T.H. finds that they cannot continue operations until the end of the contract period, the County and P.A.T.H. agree to meet and confer. P.A.T.H. must provide at least six months' notice.

## **I. Changes to the Agreement**

1. This Agreement may be amended by written mutual consent of the Parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the Parties hereto and any required third-party consents have been obtained.
2. All notices to be given by the Parties hereto shall be in writing, served by depositing same in the United States Post Office, postage prepaid, return receipt requested or by overnight delivery services such as Federal Express.

- a. Notice to the County shall be addressed as follows:

Jayme S. Bottke, Executive Director  
Tehama County Health Services Agency  
P.O. Box 400  
Red Bluff, CA 96080  
Phone: (530) 527-8491  
Fax: (530) 527-0240  
[Jayme.Bottke@tchsa.net](mailto:Jayme.Bottke@tchsa.net)

Alternatively, to such other location as the County directs.

- b. Notice to P.A.T.H. shall be addressed as follows:

Colleen Lewis, Vice President  
P.A.T.H.  
550 Lay Ave  
Red Bluff, CA 96080  
Phone: (530) 736-6524  
[Colleen@pathplaza.org](mailto:Colleen@pathplaza.org)

Alternatively, to such other location as P.A.T.H. directs.



## **J. Indemnification**

To the fullest extent permitted by law, Contractor agrees to protect, defend, indemnify, and save harmless County and its officers, officials, employees, and volunteers from and against all claims, demands, and causes of action by Contractor’s employees or third parties on account of personal injury or death or on account of property damages arising out of the work to be performed by Contractor hereunder and resulting from the negligent act or omissions of Contractor, Contractor’s agents, employees, or Subcontractors. These defense and indemnity obligations shall survive the termination or completion of this agreement and are in addition to, and not limited by, the Insurance obligations in the agreement.

## **K. Insurance**

Contractor shall procure and maintain insurance pursuant to Exhibit A, “Insurance Requirements For Contractor,” attached hereto and incorporated by reference.

## **L. Non-Discrimination**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

## **M. Green Procurement Policy**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.





## **N. Compliance with Laws and Regulations**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

## **O. Law and Venue**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

## **P. Authority**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

## **Q. Non-Exclusive Agreement**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

## **R. Resolution of Ambiguities**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

## **S. No Third-Party Beneficiaries**

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than



the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

## **T. Hazardous Materials**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

## **U. Harassment**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPD §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

## **V. Signatures**

All Parties mutually agree to fully and faithfully perform all applications set forth in this Agreement. All Parties agree to have their duly authorized signatories sign this Agreement.

[SIGNATURE PAGES FOLLOW]



**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement in the County of Tehama, State of California, on the dates set forth below, and each signatory represents that he/she/they have the authority to execute this Agreement and to bind the party on whose behalf his/her/their execution is made.

**Poor and the Homeless Tehama County Coalition (P.A.T.H.)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chair of the board, president, or vice-president. The second signature must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer.



**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement in the County of Tehama, State of California, on the dates set forth below, and each signatory represents that he/she/they have the authority to execute this Agreement and to bind the party on whose behalf his/her/their execution is made.

**County of Tehama**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_



## **Exhibit A: Insurance Requirements**

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

### Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

### Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

### Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.



All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

#### Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

#### Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

#### Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

#### Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

#### Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

#### Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to



Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.



## Exhibit B: PLHA Standard Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES **SCO ID:**  
**STANDARD AGREEMENT** AGREEMENT NUMBER PURCHASING AUTHORITY NUMBER (if applicable)  
 STD 213 (Rev. 04/2020) 22-PLHA-17770

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

**CONTRACTING AGENCY NAME**  
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

**CONTRACTOR'S NAME**  
 County of Tehama

2. The term of this Agreement is:

**START DATE**  
 06/28/2023

**THROUGH END DATE**  
 06/30/2030

3. The maximum amount of this Agreement is:  
 \$920,312.00

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.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	PLHA Program Terms and Conditions	9
Exhibit E	Program-Specific Provisions and Special Conditions	3
<b>TOTAL NUMBER OF PAGES ATTACHED</b>		<b>20</b>

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

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 Tehama

**CONTRACTOR BUSINESS ADDRESS**  
 P.O. Box 400

**CITY**  
 Red Bluff

**STATE**  
 CA

**ZIP**  
 96080

**PRINTED NAME OF PERSON SIGNING**

Alexis Ross

**TITLE** Assistant Executive Director, Programs

**CONTRACTOR AUTHORIZED SIGNATURE**

*Alexis Ross*

**DATE SIGNED**

6/8/23

**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**

Jenee McClain-Battiste

**TITLE**

SSM II, Contract Services Section Chief

**DATE SIGNED**

06/28/2023

**CONTRACTING AGENCY AUTHORIZED SIGNATURE**

*Jenee McClain-Battiste*

California Department of General Services Approval (or exemption, if applicable)

Exempt per, SCM Vol. 1 4.04.A.3 (DGS memo dated 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.

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- 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).



**EXHIBIT A**

- 7) Accessibility modifications in Lower-income Owner-occupied housing.
  - 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”.

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**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:	Jayme Bottke
Authorized Representative Title:	Executive Director, Tehama County Health Services Agency
Agency Name:	County of Tehama
Address:	P.O. Box 400 Red Bluff, CA 96080
Phone No.:	(530) 527-8491
Email Address:	<a href="mailto:jayme.bottke@tchsa.net">jayme.bottke@tchsa.net</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.

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#### 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.

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**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Budget Detail**

The budget detail is contained in Exhibit E in this Agreement.

Contractor will be responsible for maintaining oversight of grant amounts and determining whether an amended PLHA Plan is required due to reallocation of more than ten percent among Activities funded per Section 302(c)(5).

**2. Conditions of Disbursement**

Prior to receiving any Grant funds, the Contractor shall submit the following for the Department's approval:

- A. Government TIN Form, as applicable.
- B. No funding will be disbursed to Contractor unless Contractor and any delegating Local government has an approved Housing Element and is in compliance with the Housing Element Annual Progress Report requirements, pursuant to PLHA Program Guidelines section 302(a) and (b).
- C. Contractor shall not be eligible to receive a new allocation if the Contractor has accrued an uncommitted amount of four times the pending allocation if the pending allocation is \$125,000 or less; or \$500,000 if the pending allocation is greater than \$125,000 and less than \$500,000; or the amount of the pending allocation if the allocation is \$500,000 or more.

**3. Performance**

- A. All funds must be disbursed within fifty-eight months of the budget appropriation. Funds that are not disbursed within fifty-eight months of the budget appropriation will revert to the Housing Rehabilitation Loan Fund.

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**EXHIBIT B**

- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be reduced proportionate to those years already allocated, calculated at the time that the appropriation is reduced or terminated and reduced accordingly. All subsequent years shall be terminated, and the grant agreement shall be of no further force and effect, after amounts due for the period upon the reduced appropriation or termination are returned by the Contractor to the State. In this event, the State and Contractor shall be relieved of any and all obligations under this Agreement. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the State, or amend the Agreement and amount allocated to Contractor.

**4. Fiscal Administration**

- A. The Contractor may request a disbursement of 100 percent of total awarded Grant funds after executing the Standard Agreement. Administrative costs related to the planning and execution of eligible activities shall not exceed five percent of the Grant amount.
- B. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest-bearing checking or savings account insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for eligible Program activities and accounted for in Contractor's annual report.
- C. The Contractor shall make a good faith effort to minimize the number of disbursement requests by anticipating and requesting funds in advance.
- D. The Contractor may request that Grant funds awarded for a certain eligible activity be moved to another activity without an amendment to this Agreement. This request must be made in writing to HCD if the change from one activity to another exceeds ten percent of the grant amount and shall be effective only upon written HCD approval. HCD's decision to approve or deny any such request shall be final, absent fraud, mistake or arbitrariness per Section 302(c)(5).

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**5. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the subsequent years covered under this Agreement does not appropriate sufficient funds for the program this Agreement shall remain in force and effect until the time of notice of reduced or terminated appropriation, The Agreement shall be terminated by the State by providing Contractor written notice of not less than thirty days prior to the effective date of the termination. In the event of termination by the State due to lack of Budget appropriation, the State and Contractor shall be relieved of any and all obligations under this Grant Agreement on the effective date of termination and the Contractor shall return the amount for subsequent year allocations.
  
- B. Subject to Section 5A. above, if funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the State, or amend the current Grant Agreement and amount allocated to Contractor.

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**EXHIBIT D**

**PLHA PROGRAM TERMS AND CONDITIONS**

**1. Effective Date, Commencement of Work**

This Agreement is effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213. Contractor agrees that work under this agreement shall not commence until execution of the STD 213, (the "Effective Date").

**2. Strict Compliance**

Contractor will strictly comply with the terms, conditions and requirements of the Permanent Local Housing Allocation (PLHA) Statutes, Guidelines, the Notice of Funding Availability (NOFA), and this Agreement.

**3. Contractor's Application for Funds**

- A. Contractor has submitted to the Department an Application for a Grant under the Program. The Department is entering into this Agreement based on, 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.

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**4. Eligible Activities**

Grant funds awarded to the Contractor and expended by either the Contractor or any entity to which Contractor awards funds shall be used for the eligible activities set forth in Exhibit A as required by the PLHA Statutes. The following additional requirements shall apply:

A. Each Contractor shall submit a Plan detailing:

- 1) The manner in which allocated funds will be used for eligible activities.
- 2) A description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below sixty percent of AMI. Programs targeted at households at or below sixty percent of AMI will be deemed to meet this requirement.
- 3) A description of how the Plan is consistent with the programs set forth in the Local government's Housing Element.
- 4) Evidence that the Plan was authorized and adopted by resolution by the Local government and that the public had an adequate opportunity to review and comment on its content.
- 5) The following for each proposed Activity:
  - a) A description of each proposed Activity, pursuant to Section 301 of the Guidelines and the percentage of funding allocated to it. The description shall specifically include the percentage of funds, if any, directed to Affordable Owner-Occupied Workforce Housing (AOWH).
  - b) The projected number of households to be served at each income level and a comparison to the unmet share of the Regional Housing Needs Allocation (RHNA) at each income level.
  - c) A description of major steps/actions and a proposed schedule required for the implementation and completion of the Activity.
  - d) The period of affordability and level of affordability for each Activity. Rental Projects are required to have affordability periods of at least fifty-five years.

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- 6) The Plan is required to be for a term of five years. Local governments shall obtain approval of the Department for amendments made to the Plan in each succeeding year of the term of the Plan. Reallocations of more than ten percent of funds among Activities require amendment of the Plan, with approval granted by the governing body at a publicly noticed public meeting.
- 7) If funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the following requirements if the property is no longer the primary residence of the homeowner due to sale, transfer or lease, unless it is in conflict with the requirements of another public funding source or law:
  - a) PLHA loan and any interest thereon shall be repaid to the Local government's PLHA account. The Local government shall reuse the repayments consistent with the Eligible Activities per Section 301 of the Guidelines; or,
  - b) The initial owner and any subsequent owner shall sell the home at an Affordable housing cost to a qualified Lower-Income or Moderate-Income household; or,
  - c) The homeowner and the Local government shall share the equity in the unit pursuant to an equity-sharing agreement. The grantee shall reuse the proceeds of the equity-sharing agreement consistent with the Eligible Activities per Section 301 of the Guidelines.
- 8) If funds are used for the development of an affordable rental housing project, the Local government shall make the PLHA assistance in the form of a loan to the Sponsor of the project. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust.
- 9) A program income reuse plan describing how repaid loans shall be reused for eligible activities specified in Section 301 of the Guidelines.

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## EXHIBIT D

### 5. Core Practices

- A. A Contractor or Subrecipient must provide eligible activities in a manner consistent with the housing first practices described in California Code of Regulations, title 25, section 8409(b)(1)-(6). A Contractor or Subrecipient allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code.

### 6. Monitoring Grant Activities

- A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with PLHA requirements. An onsite monitoring visit of Subrecipients and any other service providers shall occur whenever determined necessary by the Contractor, but at least once during the Grant period.
- B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any Subrecipients of the Contractor as the Department deems appropriate based on a risk assessment.
- C. As requested by the Department, the Contractor shall submit to the Department all PLHA monitoring documentation necessary to ensure that Contractor and its Subrecipients are in continued compliance with PLHA requirements. Such documentation requirements and the submission deadline shall be provided by the Department at the time such information is requested from the Contractor.

### 7. Reporting/Audits

- A. Commencing with the Effective Date of this Agreement and continuing through the Expiration Date, the Contractor shall submit an annual report to the Department by July 31 of each year that reports all activities from the previous fiscal year (7/1–6/30), on forms provided by the Department.

The first report will be due on July 31, 2021 and will report all activities from date of initial fund disbursement through June 30, 2021.

- B. The annual report shall contain a detailed report which must include, at a minimum:
  - 1) Identification of the Eligible Activities to which the Contractor committed program funds, and the income levels of households assisted.



**EXHIBIT D**

- 2) Amounts awarded to Subrecipients with the activity(ies) identified;
  - 3) Identification of the Eligible Activities upon which the Contractor expended program funds, and the income levels of households assisted and the affordability level for any units assisted; and,
  - 4) Close out report for contracts that were fully expended and in which all activities funded were completed during the fiscal year.
- C. The Department may request additional information as needed to meet other applicable reporting or audit requirements.
- D. The Contractor is responsible for the completion of audits and all costs of preparing audits.
- E. 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.
- F. 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.
  - 3) If there are audit findings, the Contractor must submit a detailed response acceptable to the Department for each audit finding within ninety (90) days from the date of the audit finding report.

**8. Retention and Inspection of Records**

- A. The Contractor is responsible for maintaining records, which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds.

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- B. 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 PLHA Statutes, the NOFA, and this Agreement.
- C. The Contractor further agrees to retain all records for a period of 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.
- D. The determination by the Department of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and HCD shall determine the reimbursement method for the amount disallowed.
- E. The Contractor shall retain all books and records relevant to this Agreement for a minimum of 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.

**9. 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.

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**EXHIBIT D**

- 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.
- 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 PLHA and other HCD funds;
  - 2) Revoke any other existing PLHA award(s) to the Contractor;
  - 3) Require the return of any unexpended PLHA funds disbursed under this Agreement;
  - 4) Require repayment of PLHA funds disbursed and expended under this agreement;
  - 5) Require the immediate return to the Department of all funds derived from the use of PLHA 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 PLHA 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 fifteen days.

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**EXHIBIT D**

**10. Termination**

- A. The Department may terminate this Agreement at any time for cause by giving a minimum of thirty days' notice of termination, in writing, to the Contractor. Cause shall consist of, violations of any terms and/or special conditions of this Agreement, the PLHA Statutes, or the NOFA. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department within thirty days of the notice of termination.
- B. This Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.
- C. The Department has the option to terminate this Agreement under the thirty-day cancellation clause or to amend this Agreement to reflect any reduction of funds.

**11. 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.

**12. 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.

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**EXHIBIT D**

**13. Special Conditions Contractors and Subrecipients**

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 Subrecipients are made aware of and agree to comply with all conditions of this Agreement and the applicable State requirements governing the use of Grant funds. The Contractor shall ensure that all Subrecipients are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in cancellation of this Agreement.

**14. 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 Contractor, its Subrecipients, and any other Grant activity.

**15. 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.

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**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: **\$186,685**

Contractor has been awarded the following grant activity amounts for 2020: **\$318,784**

Contractor has been awarded the following grant activity amounts for 2021: **\$414,843**

Estimated five-year allocation may not exceed: **\$1,120,113**

**Payees:**

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

Name: **County of Tehama**

Total Amount: **\$920,312**

**Plan: Activity 5**

Allocated funds will be utilized to provide supportive services connected with newly constructed permanent supportive housing units and permanent supportive housing units currently under development. Services will be designed to promote stability and success in housing for tenants with serious mental health disorders and will include provision of case management, resource navigation, and behavioral health services. Supportive services will be provided directly by and/or coordinated by Tehama County Health Services Agency. Where needed, third-party providers will be selected through a Request for Proposals process.

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**EXHIBIT E**

<b>Funding Allocation Year</b>	<b>2019</b>	<b>2020</b>	<b>2022</b>
Type of Activity	New Permanent Supportive Housing	New Permanent Supportive Housing	New Permanent Supportive Housing
Percentage of Funds Allocated for Each Activity	95%	35%	95%
Area Median Income Level Served	30%	30%	30%
Administrative Cost	5%		5%
Total	100%		100%

**Plan: Activity 6**

Funds will support operations of navigation center(s)/emergency shelter(s) that operate using a "low-barrier" approach that avoids imposing pre-conditions incorporates supportive services that assist participants obtain and retain housing. Supportive services will include case management, resource navigation, and connections to medical, mental health and substance use recovery services. A Request for Proposals process will be used to identify third-party operator(s) to provide these services. Successful applicants will demonstrate a commitment to low barrier/Housing First practices. Proposals that demonstrate experience assisting participants with obtaining and retaining housing and plans to conduct outreach and facilitate access to services throughout the entirety of the county will be prioritized. Selected providers will be expected to leverage funds available through other sources and to collaborate with partners so that participants can access permanent housing, including rapid rehousing, housing vouchers, transitional housing, low-income affordable housing, and permanent supportive housing.

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**EXHIBIT E**

<b>Funding Allocation Year</b>	<b>2020</b>	<b>2021</b>	<b>2023</b>	<b>2023</b>
Type of Activity	Navigation Center Operating	Navigation Center Operating	Navigation Center Operating	Supportive/ Case Management
Percentage of Funds Allocated for Each Activity	60%	95%	60%	35%
Area Median Income Level Served	30%	30%	30%	30%
Administrative Cost	5%	5%		5%
Total	100%	100%		100%

**2. Special Conditions**

The following Special Conditions are applicable to this Standard Agreement:

None.

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