

**NOTICE OF DOCUMENT AVAILABILITY AND PUBLIC HEARING
PERMANENT LOCAL HOUSING ALLOCATION APPLICATION**

In 2017, Senate Bill 2 (the Building Homes and Jobs Act) created the Permanent Local Housing Allocation (PLHA) Program. The primary goal of the PLHA program, administered under the State of California's Department of Housing and Community Development (HCD), is to create a permanent source of funding available to eligible local governments in California for housing-related projects and programs to address unmet housing needs in local communities.

On February 26, 2020 HCD released a PLHA Notice of Funding Availability (NOFA). The Program Guidelines provide for agencies to delegate authority and submit joint applications when appropriate or considered desirable by both parties. The City of Roseville must complete and submit an application as well as prepare and submit a PLHA Plan, approved by City Council. The City of Roseville will also submit an additional application for the City of Rocklin's funds allocation as allowed in the NOFA.

The table below sets forth the amount of funding allocated in Year 1 (actual) and an estimate of the amount of funding to be received during the five years of the PLHA Plan. Annual amounts will vary year to year based upon revenue realized under SB2. These figures come from HCD's PLHA Notice of Funding Availability and reflect an inflation factor in future years' revenue projections.

Jurisdiction	Year 1 Allocation	5 Year Estimate
City of Roseville	\$313,366	\$1,880,196
City of Rocklin	\$134,638	\$807,828
Combined Allocation	\$448,004	2,688,024

Eligible PLHA activities span a variety of undertakings related to housing, with a maximum of 5% to cover the City's program administrative costs. As detailed in the PLHA Plan, the City proposes to fund the current Homeless Prevention and Rapid Rehousing programs which assist persons who are at risk of homelessness or are experiencing homelessness. The programs will include, but are not limited to, providing rapid rehousing, rental assistance, operating and capital costs for navigation centers and supportive/case management services which allow people to obtain and retain housing. . The NOFA stipulates that funding must be provided in a manner consistent the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with Welfare Institutions Code (WIC) Section 8255 (b)(8).

NOTICE IS HEREBY GIVEN that the City Council of the City of Roseville will conduct a public hearing on Wednesday, July 15, 2020, at 6:00 p.m. either in City Council Chambers at 311 Vernon Street, Roseville, CA or, due to public health concerns related to the COVID-19 virus, virtually. If a virtual public hearing is held, the facility will not be accessible to the public. The hearing will be available for live access on Comcast 14, Consolidated Communications 73, AT&T U-verse, and the city's YouTube channel. It will be available on-demand on the City's website the following day. Public comment and questions for a virtual hearing may be submitted during the hearing by calling (916) 774-5353 or by emailing publiccomment@roseville.ca.us.

Meeting facilities are accessible to persons with disabilities. By request, translation services and documents, as well as alternative accessible document formats are available to persons with varying language needs or disabilities. To arrange an alternative agenda document format or to arrange aid or services to modify or accommodate persons with a disability to participate in a public meeting, please contact the City of Roseville by calling 916-774-5270 (voice) or (916) 774-5220 (TDD) a minimum of two business days prior to the meeting.

For additional information on the process or to comment on the documents prior to the Council meeting, please contact Trisha Isom at (916) 746-1239 or tisom@roseville.ca.us.



City Council Staff Report

Subject: Agreement with the City of Roseville – Delegation of Permanent Local Housing Allocation (PLHA) Funds

Date: June 23, 2020

Submitted By: David Mohlenbrok, Community Development Director
Laura Webster, Director of Long Range Planning & Housing

Department: Economic and Community Development

Staff Recommendation:

Adopt a Resolution of the City Council of the City of Rocklin Approving an Agreement between the City of Roseville and the City of Rocklin for Delegation of Permanent Local Housing Allocation (PLHA) Funds

BACKGROUND:

The California Department of Housing and Community Development (Department) has announced the availability of approximately \$195 million dollars under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq.). This funding provides grants to Entitlement and Non-entitlement Local governments in California for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities. The Cities of Rocklin and Roseville are both defined as Entitlement Communities under HUD's Community Development Block Grant (CDBG) Program and therefore eligible to apply for and obtain designated funds from the program. The Notice of Funding Availability indicates that Rocklin would be eligible for approximately \$134,638 in funds in the first program year. The City of Roseville is eligible for approximately \$313,366 in year one funds. Funding requests, awards and agreements will be implemented on a 5 year

cycle.

The funds can be used for a variety of activities, however, due to limited staffing, the City of Rocklin does not have the programs in place or staff availability to develop a range of programs and administer the funds. However, it would also be unfortunate to not provide financial support to the south Placer area and to leave the funds unclaimed and have them revert back to the State for distribution elsewhere. The guidelines for the program allow agencies to partner with other entities to acquire and administer the funds. The City of Roseville has indicated that they intend to apply for the funds allocated to their agency for use in a program that they already have in place for Homelessness Prevention and Rapid Rehousing activities and that they would be willing to submit a joint application on behalf of Rocklin and Roseville. Under this scenario, the City of Roseville would administer the funds allocated to both agencies and ensure that they would be utilized in the south Placer area.

This arrangement would require Rocklin City Council approval of an Agreement with the City of Roseville.

Discussion:

The Agreement has been crafted to narrowly define how the funds will be used (i.e., Homelessness Prevention and Rapid Rehousing) and grant authority to the City of Roseville to administer the funds on Rocklin's behalf. It also includes a provision for staff from the City of Rocklin's Housing Division to participate on the Review and Ranking Committee that annually analyzes funding requests submitted by various non-profits and other entities. This Committee ultimately provides recommendations to the Roseville City Council regarding the issuance of grant awards. This provision will ensure that Rocklin has direct input on use of the funds.

Fiscal Impact:

The City of Roseville has agreed to apply for and administer funds from the Permanent Local Housing Allocation on behalf of both agencies at no direct cost to the City of Rocklin. The City of Roseville would be entitled to and receive the total Administration funds allowed under the grant guidelines which is a maximum of 5%.

ATTACHMENTS:

Description

- ▣ **Resolution**
- ▣ **Resolution - Exhibit A - Agreement**

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING
AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE CITY OF ROCKLIN FOR
DELEGATION OF PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FUNDS

WHEREAS, the California Department of Housing and Community Development (“HCD”) is authorized to provide up to \$195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq., Chapter 364, Statutes of 2017 (SB2)).

WHEREAS, the State of California Department of Housing and Community Development Department (“Department”) issued a Notice of Funding Availability (“NOFA”) dated February 26, 2020 under the Permanent Local Housing Allocation (“PLHA”) Program.

WHEREAS, pursuant to the PLHA Final Guidelines published in October 2019 by HCD, the cities of Roseville and Rocklin are eligible local governments to administer one or more eligible activities.

WHEREAS, Sections 300(c) and 300(d) of the PLHA Final Guidelines provide that an eligible local government may delegate to another eligible local government, through a “legally binding agreement,” its ability to submit an application on its behalf and administer the PLHA grant award.

NOW THEREFORE BE IT RESOLVED BY the City Council of the City of Rocklin as follows:

Section 1. The City Council of the City of Rocklin delegates to the City of Roseville the authority to apply for and administer PLHA Program funds on behalf of the City of Rocklin, in accordance with the terms of the Agreement between the City of Rocklin and the City of Roseville, attached hereto as Exhibit “A.”

Section 2. The City Manager is authorized to sign the Agreement between the City of Rocklin and the City of Roseville for Delegation of PLHA funds in substantially the form attached hereto as Exhibit “A,” and to execute any and all other documents deemed necessary to apply for and secure approval of the funding.

PASSED AND ADOPTED ON June 23, 2020, by the City council of the City of Rocklin by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Greg Janda, Mayor

ATTEST:

Hope Ithurnburn, City Clerk

EXHIBIT A

AGREEMENT BETWEEN CITY OF ROSEVILLE AND CITY OF ROCKLIN FOR DELEGATION OF PERMANENT LOCAL HOUSING ALLOCATION FUNDS

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("ROSEVILLE"), and City of
Rocklin, a municipal corporation ("ROCKLIN"); and

W I T N E S S E T H:

WHEREAS, the California Department of Housing and Community Development
("HCD") is authorized to provide up to \$195 million under the SB 2 Permanent Local Housing
Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for
assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq.
(Chapter 364, Statutes of 2017 (SB 2)); and

WHEREAS, a Notice of Funding Availability ("NOFA") dated February 26, 2020 under
the Permanent Local Housing Allocation ("PLHA") Program was issued by HCD; and

WHEREAS, pursuant to the PLHA Final Guidelines published in October 2019 by HCD,
ROSEVILLE and ROCKLIN are both eligible local governments to administer one or more
eligible activities; and

WHEREAS, Sections 300(c) and 300(d) of the PLHA Final Guidelines provide that an
eligible local government may delegate to another eligible local government, through a "legally
binding agreement," its ability to submit an application on its behalf and administer the PLHA
grant award; and

WHEREAS, by way of this Agreement, ROCKLIN intends to delegate to ROSEVILLE its eligibility to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to PLHA Final Guidelines Section 300(c) and 300(d).

NOW, THEREFORE, the parties agree as follows:

1. Delegation. ROCKLIN hereby delegates to ROSEVILLE its eligibility to submit an application on its behalf and administer a PLHA grant award for the formula allocation of PLHA funds, pursuant to PLHA Final Guidelines Section 300(c) and 300(d). The parties intend for this Agreement to constitute the “legally binding agreement” required by PLHA Final Guidelines Section 300(c) and 300(d).

2. Administration of PLHA Program. ROSEVILLE represents and warrants that if it receives a grant of PLHA funds from HCD on ROCKLIN’s behalf as authorized pursuant to this Agreement, it will use all such funds only for Homeless Prevention and Rapid Rehousing and in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program. In addition, members from ROCKLIN’s Housing Division will be included in ROSEVILLE’s rating and ranking Committee that evaluates and makes recommendations for how the funds will be awarded on an annual basis.

3. Reporting. ROSEVILLE shall prepare and submit to HCD on ROCKLIN’s behalf the Annual Report required by the PLHA Final Guidelines. The Annual Report shall document the uses and expenditures of any allocated funds and outcomes achieved. ROSEVILLE shall promptly share with ROCKLIN a copy of the Annual Report upon submission to HCD, and upon request by ROCKLIN.

4. Communication and Conflict Resolution. The parties agree that communication between the parties regarding this Agreement is pivotal to its success. The parties agree to meet annually or more often if needed, to discuss goals, expectations, programs, challenges and potential solutions. In the event of a dispute between the parties regarding the terms of this Agreement or the services to be provided under this agreement, prior to resorting to legal action, the parties will endeavor to resolve any conflict informally between the Roseville Housing Manager and the Rocklin Community Development Director, and if necessary, between City Managers.

5. Indemnification. Each party shall defend, indemnify, and save and hold harmless the other party, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of the indemnifying party's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from the sole negligence or willful misconduct of the other party. The parties intend that this provision shall be broadly construed.

Each party's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

6. Insurance. ROSEVILLE and ROCKLIN agree to continuously maintain, in full force and effect, at a minimum the following policies of insurance, or equivalent self-insurance, during the term of this Agreement:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	Bodily Injury: \$500,000 per person \$1,000,000 per accident Property Damage: \$100,000 per occurrence

7. Access to Records. Duly authorized representatives of ROCKLIN shall have right of access during normal business hours to ROSEVILLE's files and records relating to the PLHA program administered hereunder, and may review the files and records at appropriate stages during the administration of the PLHA program.

8. Term of Agreement. This Agreement shall be in effect for the 2020, 2021, 2022, 2023 and 2024 PLHA formula allocation years, and shall remain in effect until all PLHA formula allocation monies are spent and all reporting requirements have been met.

9. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

11. Severability. If any of the provisions contained in this Agreement is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

12. Notices. Any invoices, payments, notices or other written communication related to this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Housing Manager
City of Roseville
Housing Division
316 Vernon Street Ste. 150
Roseville, CA 95678

CITY OF ROCKLIN

Community Development Director
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

Either party may amend its address for notice by giving notice to the other party in writing.

13. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and ROCKLIN has caused this Agreement to be executed.

(Signatures on the following page)

CITY OF ROSEVILLE, a
Municipal Corporation

CITY OF ROCKLIN, a
Municipal Corporation

BY: _____
DOMINICK CASEY
City Manager

BY: _____
STEVEN RUDOLPH
City Manager

ATTEST:

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: _____
HOPE ITHURBURN
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

BY: _____
SHERI CHAPMAN
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
LAURA MATTEOLI
Economic Development Director