

23. Approve an amendment to Agreement No. 31224 with the California Department of Housing and Community Development for the Permanent Local Housing Allocation Grant No. 22-PLHA-17681 adding the 2022 Funding Allocation, in the amount of \$89,953 to the overall grant amount. Approve the necessary budget adjustments (4/5ths vote required).



Resource Management Agency

COUNTY OF TULARE AGENDA ITEM

BOARD OF SUPERVISORS

LARRY MICARI
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five

AGENDA DATE: March 18, 2025 – REVISED

Public Hearing Required	N/A
Scheduled Public Hearing w/Clerk	N/A
Published Notice Required	N/A
Advertised Published Notice	N/A
Meet & Confer Required	N/A
Budget Transfer (Aud 308) attached	Yes
Personnel Resolution attached	N/A
Agreement(s) attached	Yes

CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010

SUBJECT: Approve an amendment to Agreement No. 31224 with the California Department of Housing and Community Development

REQUEST(S):

That the Board of Supervisors:

1. Approve an amendment to Agreement No. 31224 with the California Department of Housing and Community Development for the Permanent Local Housing Allocation Grant No. 22-PLHA-17681 adding the 2022 Funding Allocation in the amount of \$89,953 to the overall grant amount.
2. Authorize the Chair to sign the amendment to Agreement No. 31224.
3. Direct the Resource Management Agency to provide a copy of the signed agreement to the Clerk of the Board.
4. Approve the necessary budget adjustments per the attached AUD 308 (4/5ths vote required).

SUMMARY:

In February of 2020, HCD announced the availability of approximately \$195 million in funding and on August 17, 2022 and December 29, 2023 issued additional Notices of Funding Availability (NOFA) for the Permanent Local Housing Allocation (PLHA) program.

Eligible activities for this grant program include:

- 1) Predevelopment, development, acquisition, rehabilitation and preservation of multifamily, residential live work, rental housing that is affordable to extremely low-, very low-, or moderate-income households, including necessary operating subsidies.
- 2) Predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including accessory dwelling units (ADUs),

SUBJECT: Approve an amendment to Agreement No. 31224 with the California Department of Housing and Community Development

DATE: March 18, 2025

that meets the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas. ADU's shall be available for occupancy for a term of no less than 30 days.

- 3) Matching portions of funds into local or regional housing trust fund.
- 4) Matching portions of funds available through the Low- and Moderate Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
- 5) Capitalize reserves for Services connected to the preservation and creation of new permanent supportive housing.
- 6) Assist persons 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.
- 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 the 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.

On December 13, 2022, your Board adopted Resolution No. 2022-1096 approving submittal of an application on behalf of the City of Lindsay for the rehabilitation of Mt. Whitney Place as outlined below:

Mt. Whitney Place is an existing 29-unit multi-family apartment complex located in Lindsay, Tulare County. Originally constructed in 1929 as a hotel, the property converted to affordable housing with its renovation in 1996. Financing for the conversion/renovation in 1996 came through the Low-Income Housing Tax Credit (LIHTC) Program and the Department of Housing and Community Development (HCD) California Housing Rehabilitation Program - Rental Component (CHRP-R). Self-Help Enterprises (SHE) acquired the property in April 2022 through an assignment and assumption of the CHRP-R loan of \$1,760,452. SHE was given the project for assumed debt because the previous owner knew there are capital needs required and did not want to make the investment to preserve senior housing, so SHE intervened to prevent the current low-income residents from being evicted. Many disabled seniors reside in the rental project and have challenges even accessing the building because of outdated door controls. SHE intends to add automated ADA controls to allow for automatic door opening and other upgrades to support ADA access to the units. Additionally, there are significant fire pump and fire alarm upgrades; structural challenges with the building that need to be stabilized; and, interior improvements which will need to be completed. The existing tenant population includes senior citizens with incomes at or below 80% of area median income (AMI). Residency is restricted to households in which one family member is: (a) 55 years of age or older; or, (b) disabled or handicapped. Twenty-eight (28) units are income-restricted (15 are restricted at 50% AMI and 13 are restricted to 60% AMI). Sixteen (16) residents

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currently have Section 8 rental subsidies. The renovations are underway and progressing on schedule.

Allocations for this grant program are distributed on an annual basis in response to an application defining the eligible planned use of funds for five years. PLHA revenue is based on a fee collected for every real estate transaction recorded in the jurisdiction. As such, each year the agreement needs to be amended to reflect the actual amount received. The County has received the first three years of funding as follows: Year 1: \$117,214; Year 2: \$189,201; and Year 3: \$197,393.

The County received Amendment 1 to the Standard Agreement, adding the 2022 allocation of funds to the overall grant budget. There will be one more amendment to this funding agreement adding the final allocation for 2023. This amendment is expected later this year.

FISCAL IMPACT/FINANCING:

Five (5) percent of the grant amount can be used for grant administration. There is no additional net county cost to the General Fund.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The proposed grant activities will continue to improve the Quality of Life by providing decent, safe and affordable housing, and code compliance via code enforcement within the City of Lindsay.

ADMINISTRATIVE SIGN-OFF:

/s/ Michael Washam

Michael Washam, ACE
Associate Director

/s/ Reed Schenke

Reed Schenke, P.E.
Director

Cc: County Administrative Office

Attachments:

A – Amendment to Agreement No. 31224

B – AUD 308

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

**IN THE MATTER OF Approve an)
amendment to Agreement No. 31224 with) Resolution No. 2025-0205
the California Department of Housing and) Agreement No. 31224
Community Development)
)**

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approve an amendment to Agreement No. 31224 with the California Department of Housing and Community Development for the Permanent Local Housing Allocation Grant No. 22-PLHA-17681 adding the 2022 Funding Allocation in the amount of \$89,953 to the overall grant amount.
2. Authorize the Chair to sign the amendment to Agreement No. 31224.
3. Direct the Resource Management Agency to provide a copy of the signed agreement to the Clerk of the Board.
4. Approve the necessary budget adjustments per the attached AUD 308 (4/5ths vote required).

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev 04/2020)

AGREEMENT NUMBER

AMENDMENT NUMBER

Purchasing Authority
Number CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 7 PAGES

22-PLHA-17681

1

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

STATE AGENCY NAME

Department of Housing and Community Development

CONTRACTOR NAME

County of Tulare

2. The term of this Agreement is:

START DATE

06/09/2023

THROUGH END DATE

06/30/2030

3. The maximum amount of this Agreement after this Amendment is:

\$593,761.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This amendment is to add December 29, 2023, NOFA funds to the contract.

Exhibit A, Authority, Purpose, and Scope of Work is hereby deleted in its entirety and replaced with new Exhibit A, Authority, Purpose and Scope of Work, Am. 1 (Rev. 11/2024) attached hereto and made a part hereof.

Exhibit E, Program-Specific Provisions and Special Conditions is hereby deleted in its entirety and replaced with new Exhibit E, Program-Specific Provisions and Special Conditions, Am. 1 (Rev. 11/2024) attached hereto and made a part hereof.

Approved as to Form:*All other terms and conditions shall remain the same.*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

Deputy County Counsel

Matter No. 2025297

CONTRACTOR

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

County of Tulare

CONTRACTOR BUSINESS ADDRESS

5961 South Mooney Boulevard

CITY

Visalia

STATE

CA

ZIP

93277

PRINTED NAME OF PERSON SIGNING

Pete Vander Poel

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

TITLE

Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICE APPROVAL

EXEMPTION (If Applicable)

Exempt per: SCM Vol. 1 4.04. A.3 (DGS memo date 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 December 29, 2023, 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.

EXHIBIT A

- 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”.

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)
State Grant Management Section
651 Bannon Street, 8th Floor
Sacramento, CA 95811
P. O. Box 952054
Sacramento, CA 94252-2054

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:	Larry Micari
Authorized Representative Title:	Chair, Board of Supervisors
Agency Name:	County of Tulare
Address:	2800 West Burrel Avenue Visalia, CA 93291
Phone No.:	(559) 636-5000
Email Address:	clerkoftheboard@tularecounty.ca.gov

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.

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.

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: **\$117,214**

Contractor has been awarded the following grant activity amounts for 2020: **\$189,201**

Contractor has been awarded the following grant activity amounts for 2021: **\$197,393**

Contractor has been awarded the following grant activity amounts for 2022: **\$89,953**

Estimated five-year allocation may not exceed: **\$703,289**

Payees:

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

Name: **County of Tulare**

Amount: **\$593,761**

Plan:

Activity 1 - Many disabled seniors reside in the rental project and have challenges even accessing the building because of outdated door controls. SHE intends to add automated ADA controls to allow for automatic door opening and other upgrades to support ADA access to the units. Additionally, there are significant fire pump and alarm upgrades; structural challenges with the building that need to be stabilized; and interior improvements which will need to be completed at Mt. Whitney. The scope of work will far exceed the \$703,289 available in the 5-year PLHA grant and SHE requests the entire allocation of PLHA to complete repairs at Mt. Whitney.

EXHIBIT E

Funding Allocation Year	2019	2020	2021	2022	2023
Type of Activity	Preservation of Affordable Rental Housing				
Percentage of Funds Allocated for Each Activity	100%	100%	100%	100%	100%
Area Median Income Level Served	60%	60%	60%	60%	60%
Administrative Cost	N/A	N/A	N/A	N/A	N/A
Total	100%	100%	100%	100%	100%

2. Special Conditions

The following Special Conditions are applicable to this Standard Agreement:

None.

City of Lindsay Allocation

