

## **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:

## COVERAGE

Workers Compensation

Commercial General Liability

Automobile Liability

## LIMITS OF LIABILITY

Statutory

\$1,000,000 each occurrence

\$2,000,000 aggregate

Personal Injury:

\$1,000,000 each occurrence

\$2,000,000 aggregate

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