

# Yolo County Housing Yolo County, California

September 18, 2019

## MINUTES

The Yolo County Housing met on the 18th day of September, 2019, in regular session in its Chambers in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California at 3:00 p.m.

Present: Will Arnold; Richard Lansburgh; Babs Sandeen; Gary Sandy; Karen Vanderford; Joe Walters

Absent: Pierre Neu

Staff Present: Lisa Baker, CEO  
Hope Welton, Agency Counsel  
Janis Holt, General Director  
Julie Dachtler, Clerk

### CALL TO ORDER

1. Pledge of Allegiance.
2. Consider approval of the agenda.

Minute Order No. 19-38: Approved agenda as submitted, with the CEO noting Agenda Item No. 9 had revised recommended actions to adopt two resolutions, not one.

MOTION: Sandeen. SECOND: Lansburgh. AYES: Arnold, Lansburgh, Sandeen, Sandy, Vanderford, Walters. ABSENT: Neu.

3. Public Comment: Opportunity for members of the public to address the Housing Authority on subjects not otherwise on the agenda relating to Housing Authority business. The Board reserves the right to impose a reasonable limit on time afforded to any topic or to any individual speaker.

There was no public comment.

## PRESENTATIONS

4. Presentation - Rachel Hoskins, MSW Intern, Getting to Zero Program

Janis Holt, General Manager, presented Rachel Hoskins, MSW Intern, Getting to Zero Program.

5. Presentation - Julia Cohen, Civic spark Fellow, Yolo Resiliency Collaborative

Lisa Baker, CEO, presented Julia Cohen, Civic Spark Fellow, Yolo Resiliency Collaborative.

## CONSENT AGENDA

Minute Order No. 19-39: Approved Consent Agenda Item Nos. 6-8.

MOTION: Sandy. SECOND: Lansburgh. AYES: Arnold, Lansburgh, Sandeen, Sandy, Vanderford, Walters. ABSENT: Neu.

6. Review and Approve the Minutes of August 14, 2019

Approved the minutes of August 14, 2019 on Consent.

7. Review and Approve Destruction of YCH Records in Accordance with the YCH Records and Retention Policy and Schedules (Holt)

Approved recommended action on Consent.

8. Review and Approve Updated Contract with the City of Winters for the El Rio Villas Lift Station Maintenance (Gillette)

Approved **Agreement No. 19-04** on Consent.

## REGULAR AGENDA

9. Review, Approve and Adopt Resolutions Authorizing the Execution of Standard Contract with the State of California Department of Housing and Community Development, Office of Migrant Services, by the CEO, subject to Final Review and Concurrence of Agency Legal Counsel (Gillette)

Minute Order No. 19-40: Approved recommended actions by **Resolution Nos. 19-09** and **19-10**.

MOTION: Sandy. SECOND: Sandeen. AYES: Arnold, Lansburgh, Sandeen, Sandy, Vanderford, Walters. ABSENT: Neu.

10. Review and Approve the Yolo County Housing 70th Anniversary Planning Concept (Holt)

Minute Order No. 19-41: Approved recommended action.

MOTION: Lansburgh. SECOND: Sandy. AYES: Arnold, Lansburgh, Sandeen, Sandy, Vanderford, Walters. ABSENT: Neu.

11. Strategic Planning Workshop final pieces - 1) How best to foster partnerships for housing resources from cities/county? 2) Input and Stakeholder Planning around housing

Held Strategic Planning Workshop final pieces - 1) How best to foster partnerships for housing resources from cities/county? 2) Input and Stakeholder Planning around housing.

12. Receive Verbal Update Report from CEO on Emergency Generator Project

Received Verbal Update Report from CEO on Emergency Generator Project.

13. Receive Comments from CEO

Received the following comments from the CEO:

- Letter sent from Governor Newsom to President Trump requesting 50,000 more housing vouchers;
- "Protecting Immigrant Families" flyer and its impact on immigrant populations;
- Housing Bill SB1, Article 34 is still alive;
- "A Picture of Preservation Need" flyer regarding the need to maintain affordable properties; and
- AB 1482 (Chiu) Tenant Protection Act of 2019: Rent Caps, is on the Governor's desk for signature.

14. Receive Comments from Commissioners

There were no comments from Commissioners.

### LONG RANGE CALENDAR

<b>October 23, 2019</b>		
Minutes of 9/18/19	Julie D	Consent
Flat rent update	Tom D	Consent
1st Quarter write offs	Tom D	Consent
Unaudited Year End Financials 2018-2019	Jim G	Regular
Assignment of Points/Limited Preference to Mainstream Voucher Applicants	Janis/Irma	Consent

Review and Approve Proposed Lease for CalWorks families	Janis/Tom	Regular
<b>November 2019</b>		
<b>NONE</b>		
<b>December 2019</b>		
Minutes of 10/23/19	Julie D	Consent
1st Quarter Financials	Jim G	Regular
70th Anniversary Annual Plan and Resolution	Janis/Lisa	Regular - may move to 1/20

**ADJOURNMENT**

Next meeting is October 23, 2019 at 3:00 p.m.

# YOLO COUNTY HOUSING

## AGENDA

### REGULAR MEETING

September 18, 2019

PLEASE NOTE TIME 3:00 p.m.



**YOLO COUNTY HOUSING**  
HOUSING COMMISSION

WILL ARNOLD  
RICHARD LANSBURGH  
PIERRE NEU  
BABS SANDEEN  
GARY SANDY  
KAREN VANDERFORD  
JOE WALTERS

**BOARD OF SUPERVISORS CHAMBERS**  
625 COURT STREET, ROOM 206  
WOODLAND, CALIFORNIA 95695

LISA A. BAKER  
CHIEF EXECUTIVE OFFICER

HOPE WELTON  
AGENCY COUNSEL

## **Reminder: Please turn off cell phones.**

### **CALL TO ORDER**

1. Pledge of Allegiance.
2. Consider approval of the agenda.
3. Public Comment: Opportunity for members of the public to address the Housing Authority on subjects not otherwise on the agenda relating to Housing Authority business. The Board reserves the right to impose a reasonable limit on time afforded to any topic or to any individual speaker.

### **PRESENTATIONS**

4. Presentation - Rachel Hoskins, MSW Intern, Getting to Zero Program
5. Presentation - Julia Cohen, Civic spark Fellow, Yolo Resiliency Collaborative

### **CONSENT AGENDA**

6. Review and Approve the Minutes of August 14, 2019
7. Review and Approve Destruction of YCH Records in Accordance with the YCH Records and Retention Policy and Schedules (Holt)
8. Review and Approve Updated Contract with the City of Winters for the El Rio Villas Lift Station Maintenance (Gillette)

### **REGULAR AGENDA**

9. Review, Approve and Adopt Resolutions Authorizing the Execution of Standard Contract with the State of California Department of Housing and Community Development, Office of Migrant Services, by the CEO, subject to Final Review and Concurrence of Agency Legal Counsel (Gillette)
10. Review and Approve the Yolo County Housing 70th Anniversary Planning Concept (Holt)
11. Strategic Planning Workshop final pieces - 1) How best to foster partnerships for housing resources from cities/county? 2) Input and Stakeholder Planning around housing

12. Receive Verbal Update Report from CEO on Emergency Generator Project
13. Receive Comments from CEO
14. Receive Comments from Commissioners

### LONG RANGE CALENDAR

<b>October 23, 2019</b>		
Minutes of 9/18/19	Julie D	Consent
Flat rent update	Tom D	Consent
1st Quarter write offs	Tom D	Consent
Unaudited Year End Financials 2018-2019	Jim G	Regular
Assignment of Points/Limited Preference to Mainstream Voucher Applicants	Janis/Irma	Consent
Review and Approve Proposed Lease for CalWorks families	Janis/Tom	Regular
<b>November 2019</b>		
<b>NONE</b>		
<b>December 2019</b>		
Minutes of 10/23/19	Julie D	Consent
1st Quarter Financials	Jim G	Regular
70th Anniversary Annual Plan and Resolution	Janis/Lisa	Regular - may move to 1/20

### ADJOURNMENT

Next meeting is October 23, 2019 at 3:00 p.m.

I declare under penalty of perjury that the foregoing agenda was posted by September 13, 2019 by 5:00 p.m. at the following places:

- On the bulletin board at the east entrance of the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California; and
- On the bulletin board outside the Board of Supervisors Chambers, Room 206 in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California; and
- On the bulletin board of Yolo County Housing, 147 West Main Street, Woodland, California.
- On the Yolo County website: [www.yolocounty.org](http://www.yolocounty.org).

Julie Dachtler, Clerk of the Board

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

**NOTICE**

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting should telephone or otherwise contact the Clerk of the Board as soon as possible and at least 72 hours prior to the meeting. The Clerk of the Board may be reached at (530) 666-8195 or at the following address:

Yolo County Housing  
c/o Clerk of the Board of Supervisors  
County of Yolo  
625 Court Street, Room 204, Woodland, CA 95695

Yolo County Housing  
Yolo County, California

To: Co. Counsel ✓  
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 19-38 Item No. 6, of the Yolo County Housing meeting of September 18, 2019.

MOTION: Sandy. SECOND: Lansburgh. AYES: Arnold, Lansburgh, Sandeen, Sandy, Vanderford, Walters.  
ABSENT: Neu.

6.

Review and Approve the Minutes of August 14, 2019

Approved the minutes of August 14, 2019 on Consent.

# Yolo County Housing Yolo County, California

August 14, 2019

## MINUTES

The Yolo County Housing met on the 14th day of August, 2019, in regular session in its Chambers in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California at 3:00 p.m.

Present: Will Arnold; Richard Lansburgh; Pierre Neu; Babs Sandeen; Gary Sandy; Karen Vanderford; Joe Walters

Staff Present: Lisa Baker, CEO  
Hope Welton, Agency Counsel  
Janis Holt, General Director  
Julie Dachtler, Clerk

### CALL TO ORDER

1. Pledge of Allegiance.
2. Consider approval of the agenda.

Minute Order No. 19-35: Approved agenda as submitted.

MOTION: Neu. SECOND: Sandeen. AYES: Arnold, Lansburgh, Neu, Sandeen, Sandy, Vanderford, Walters.

3. Public Comment: Opportunity for members of the public to address the Housing Authority on subjects not otherwise on the agenda relating to Housing Authority business. The Board reserves the right to impose a reasonable limit on time afforded to any topic or to any individual speaker.

There was no public comment.

### PRESENTATIONS

4. Presentation - Family Self Sufficiency Graduate, Melanie Allen

Isaac Blackstock presented Family Self Sufficiency Graduate Melanie Allen.

5. Presentation - Family Self Sufficiency Graduate, Chiana Patterson

Isaac Blackstock presented Family self Sufficiency Graduate Chiana Patterson.

6. Presentation - Mid-Year Review of Accomplishments

General Manager Janis Holt presented the Mid-Year Review of Accomplishments.

### CONSENT AGENDA

Minute Order No. 19-36: Approved Consent Agenda Item Nos.7-9.

MOTION: Sandeen. SECOND: Lansburgh. AYES: Arnold, Lansburgh, Neu, Sandeen, Sandy, Vanderford, Walters.

7. Review and Approve the Minutes of July 24, 2019

Approved the minutes of July 24, 2019 on Consent.

8. Review, Approve and Adopt Resolution for Section 8 Management Assessment Program (SEMAP) Certification (Holt, Jimenez-Perez)

Approved **Resolution No. 19-08** on Consent.

9. Receive, Review and File Notice from Auditors Regarding the Audit for the Year Ended June 30, 2019

Approved recommended action on Consent.

## REGULAR AGENDA

10. Review and Approve the Residential Individual Relief from Excess Utility Charges Policy (Holt, Dogias)

Shannon McCaffrey of Legal Services of Northern California addressed the Board on this item.

Minute Order No. 19-37: Approved recommended action with a request to edit the Reasonable Accommodation Policy removing any references to individuals and make those references to titles, as well as add a third element directing staff to bring back items related to Yolo County Housing's continued work with Legal Services of Northern California on the issue of recovering past credit amounts issued from PG&E to public housing tenants.

MOTION: Sandeen. SECOND: Sandy. AYES: Arnold, Lansburgh, Neu, Sandeen, Sandy, Vanderford, Walters.

11. Receive verbal report from CEO on status of Mainstream, Family Unification and Veterans Affairs Supportive Housing (VASH) Voucher leasing (Baker)

Received verbal report from CEO on status of Mainstream, Family Unification and Veterans Affairs Supportive Housing (VASH) Voucher leasing.

12. Strategic Planning Workshop

Held Strategic Planning Workshop and the Board was in agreement to return at a future meeting to continue discussions.

13. Receive Comments from CEO

CEO Lisa Baker updated the Board on a program in West Sacramento to move 12 CALWORKS families from housing in motels to more permanent housing.

14. Receive Comments from Commissioners

No comments from Commissioners.

**LONG RANGE CALENDAR**

15.

<b>September 18, 2019</b>	
Low Loss Achievement Award	Presentation
Destruction of Records	consent
70th Anniversary Planning Concept	Regular
Proposed Lease partnership with HHSA for housing CalWorks families exiting homelessness	Regular
<b>October 23, 2019</b>	
Flat rent update	Consent
1st Quarter write offs	Consent
Unaudited Year End Financials 2018-2019	Regular
<b>November 2019</b>	
<b>NONE</b>	
<b>December 2019</b>	
1st Quarter Financials	Regular
Generator Ribbon Cutting	Off site
70th Anniversary Annual Plan and Resolution	Regular - may move to 1/20

**ADJOURNMENT**

Next meeting is September 18, 2019 at 3:00 p.m.

Yolo County Housing  
Yolo County, California

To: Co. Counsel ✓  
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 19-38 Item No. 7, of the Yolo County Housing meeting of September 18, 2019.

MOTION: Sandy. SECOND: Lansburgh. AYES: Arnold, Lansburgh, Sandeen, Sandy, Vanderford, Walters.  
ABSENT: Neu.

7.

Review and Approve Destruction of YCH Records in Accordance with the YCH Records and Retention Policy and Schedules (Holt)

Approved recommended action on Consent.



## **Yolo County Housing**

147 W. Main Street  
WOODLAND, CA 95695

Woodland: (530) 662-5428  
Sacramento: (916) 444-8982  
TTY: (800) 545-1833, ext. 626

DATE: September 18, 2019  
TO: YCH Housing Commission  
FROM: Lisa A. Baker, CEO  
PREPARED BY: Janis Holt, General Director

**SUBJECT: Review and Approve Destruction of YCH Records in Accordance with the YCH Records and Retention Policy and Schedules.**

### **RECOMMENDED ACTION:**

That the Board of Commissioners authorizes staff to destroy housing, finance, contractual and personnel records in accordance with the Agency's records retention policy and schedules.

### **BACKGROUND / DISCUSSION**

In accordance with the Records Retention policy, the General Director, Finance Director, and Housing Program Supervisors have reviewed documents stored on-site and submitted any sensitive, confidential records (such as personnel) to legal counsel for review. These records were not previously listed for approval by the Commission on December 6, 2017.

- Housing Assistance (HCV) and Real Estate Services (LRPH and Migrant) files of **active** participant file contents prior that are greater than three years after the annual re-exam (unit inspection reports; rent reasonableness determination) during term of HAP contract; income verification documentation; HCV **terminations** 7 years or older; (EIV) and other records **specified by HUD in 24 CFR 908.101 and 982.158(e)**. Destroy after three (3) years.
- Personnel files of former employees; Destroy after seven (7) years any records dated August 31, 2012 or older.
- Past applications for employment; Destroy after three (3) years any records dated August 31, 2016 or older.
- Financial records; Pre-7/2012 AP records; Pre-7/2012 AR records; Pre-7/2012 Bank Statements; Pre-7/2012 Monthly Financial Reports and Supporting Documents. YCH policy allows destruction of records seven (7) years after close

of fiscal year.

**FISCAL IMPACT**

Approximate cost for destruction of records will be \$150.

**CONCLUSION**

Staff recommends that the Housing Commission approve the destruction of these records in accordance with the approved policy.

Yolo County Housing  
Yolo County, California

To: Co. Counsel ✓  
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 19-38 Item No. 8, of the Yolo County Housing meeting of September 18, 2019.

MOTION: Sandy. SECOND: Lansburgh. AYES: Arnold, Lansburgh, Sandeen, Sandy, Vanderford, Walters.  
ABSENT: Neu.

8.

Review and Approve Updated Contract with the City of Winters for the El Rio Villas Lift Station Maintenance (Gillette)

Approved **Agreement No. 19-04** on Consent.



## **Yolo County Housing**

147 W. Main Street  
WOODLAND, CA 95695

Woodland: (530) 662-5428  
Sacramento: (916) 444-8982  
TTY: (800) 545-1833, ext. 626

DATE: September 18, 2019  
TO: YCH Housing Commission  
FROM: Lisa A. Baker, Chief Executive Officer  
PREPARED BY: Jim Gillette, Finance Director

**SUBJECT: Review and Authorize Execution of Memorandum of Understanding  
Between the City of Winters and YCH for Sewer Services**

### **RECOMMENDED ACTIONS:**

That the Housing Commission review and authorize the execution of the MOU between the City of Winters (City) and YCH for sewer system maintenance services for El Rio Villas.

### **BACKGROUND/DISCUSSION:**

In October 2009, YCH entered into the original MOU for the City of Winters to provide maintenance services for the El Rio Villas lift station and main sewer lines to the City boundary, as well as standard sewer fees for processing waste at the City facility. This original agreement was set to expire on June 30, 2019.

The new agreement attached here is intended to replace the original effective July 1, 2019 and clarify the obligations of the City and YCH. The analysis shown in Exhibit A details the expected future maintenance items and related costs to be covered under this agreement term. This analysis will be reviewed and updated at least every two years for the life of the ten year agreement.

### **FISCAL IMPACT:**

As shown in the analysis in Exhibit A, YCH contributed \$669,856 toward this maintenance program since 2009 while the actual costs incurred were only \$170,789 due to some deferred costs and other operational savings realized by the City of Winters. The balance

*Working together to provide quality affordable housing and community development services for all*

**Yolo Housing Commission**  
**September 18, 2019**  
**Migrant Center Contracts**  
**Page 2**

remaining in the trust account of \$499,067 and total additional contributions of \$9,000 over the next 10 years will be used to offset future expected costs for maintenance under this contract of \$431,498 (including a \$100,000 reserve for unplanned work) and an additional contingency of \$76,569 to offset any potential cost increases or other unforeseen costs. This accumulated reserve allows YCH to reduce its current payment of \$2,921 per month comfortably down to \$50 per month with some anticipated funds left over going into a future agreement.

**Conclusion:**

Continuing to work with the City of Winters continues to be the most effective and efficient way to maintain this system for El Rio Villas. Therefore staff recommends that the Housing Commission review and authorize the execution of the MOU between the City of Winters (City) and YCH for sewer system maintenance services.

**Attachments:** MOU

**Agreement No. 19-04**

**(Memorandum of Understanding Between the City of Winters and  
the Housing Authority of the County of Yolo for Sewer Services)**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is executed between the CITY OF WINTERS, a municipal corporation herein called "CITY", and the HOUSING AUTHORITY OF THE COUNTY OF YOLO, a public body corporate and politic organized and existing under the laws of the State of California, hereinafter called "YCH."

WITNESSETH:

WHEREAS, YCH is currently using sewer services provided by CITY for its EL RIO VILLA HOUSING DEVELOPMENT, located at 62 Shams Way, Winters, California, hereinafter called "EL RIO VILLA"; and

WHEREAS, the parties wish to enter into this MOU to replace the existing agreement dated October 1, 2009 that is set to expire on June 30, 2019 for purposes more specifically defining the obligations of CITY and YCH.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between CITY and YCH as follows:

**SECTION 1. SERVICE**

1. CITY agrees to continue to provide YCH's EL RIO VILLA, with domestic sewer services subject to maximum daily flow restrictions as hereinafter set forth in Section 4 below. As part of said service:
  - a. YCH confirms its grant to CITY of full rights of ingress and egress to YCH's pump station and YCH's lines and connections, at any time. The sewer service provided by CITY shall be restricted solely to domestic waste and shall not be sewage from commercial, industrial or any other type of waste discharges.
  - b. YCH shall comply with all ordinances, rules and regulations of CITY related to control and discharge of sewage.
  - c. YCH specifically agrees that it will not allow any discharges prohibited by the State Water Resources Control Board, hereinafter called "SWRCB".
2. While CITY shall provide for the operation of sewer services at EL RIO VILLA, YCH agrees, at its sole cost and at all times, to be financially responsible for the

maintenance, repair and replacement of all sewer lines, sewer line force mains, lift station, and pumps necessary to transport wastewater from EL RIO VILLA to the MAIN PUMP STATION

## **SECTION 2. INDEMNIFICATION**

1. YCH shall defend, indemnify and hold the CITY harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from YCH's the performance of this MOU, with the exception of, and in proportion to, matters that are based upon the negligent or intentional acts or omissions of the CITY, its officers, agents, employees, subcontractors or volunteers.
2. CITY shall defend, indemnify and hold YCH harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from CITY'S operations or the performance of this MOU, with the exception of, and in proportion to, matters that are based upon the negligent or intentional acts or omissions of YCH, its officers, agents, employees, subcontractors, or volunteers.

## **SECTION 3. SEWER LINES/LIFT PUMP STATION**

1. YCH, as owner, shall be fully financially responsible for the security of the sewer lines, connections, clean-outs, and pump station, outside the city limits of the City of Winters, and for all electricity charges thereto.
2. At its own expense, YCH shall comply with any and all security requirements of the SWRCB, or the State, Federal, YSAQMD or Local government. CITY shall be responsible for maintenance, repair and replacement of sewer lines within the city limits of the City of Winters.
3. YCH shall establish a schedule for line inspection, and provide to CITY information on the replacement of its sewer lines and connections when necessary. YCH shall provide to CITY funds for such replacement in a timely manner, to avoid any violation of SWRCB rules and regulations.

## **SECTION 4. FLOW CAPACITY**

Notwithstanding anything to the contrary contained herein regarding delivery of sewer services, it is mutually agreed that the maximum sewer services to be provided to EL RIO VILLA by CITY shall be limited to a dry weather flow of 36,000 gallons per day. No sewer service above said quantities shall be guaranteed, but CITY upon its sole determination and election may provide EL RIO VILLA with additional flow capacity upon request, dependent upon available sewer facility capacities and limitations of the system, future anticipated

requirements of CITY and any other factors that CITY may wish to consider. In such event, the sewer service charge shall be adjusted to reflect the increased cost of operation and maintenance.

#### **SECTION 5. RATES & FEES**

1. The current rate of \$67.02 per unit sewer service fee per month (\$8,310.48/month) will be adjusted annually, in the same manner as other residential units served by the CITY.
2. In addition, sewer charges may be adjusted by CITY from time to time on an annual basis, including retroactive adjustment to reflect annual costs, based upon the: (1) increase in level of service caused by new regulations of SWRCB, or the State, Federal or Local government; or (2) increased flows causing a change in CITY operation. Said charges shall not include a charge for capitalization or depreciation of existing or of CITY'S allocated portion of CITY sewer facilities, including collection and interceptor lines, and ponds, but shall include all other pro-rata costs of operation, maintenance and any subsequent capital improvements that may be added to the system which are used for YCH's sewage collection disposal and treatment.
3. YCH may request and CITY shall provide the cost figures used in computing YCH charges, but such request shall not be made more often than annually or upon a change of rate. Any cost incurred by CITY above normal costs incurred in establishing the annual rate shall be borne solely by YCH. All payments shall be made by YCH in accordance with YCH's standard payables policies and practices.
4. YCH shall pay annual operations/maintenance and capital projects costs of \$600 at the rate of \$50.00 per month. In addition, annual operating costs may be adjusted by CITY from time to time on an annual basis, including retroactive adjustment to reflect annual costs, based upon the: (1) increase in level of service caused by the new regulations of SWRCB, or the State, Federal or Local government; or (2) increased flows causing a change in CITY operation

#### **SECTION 6. TERM AND TERMINATION**

##### SECTION 6. TERM AND TERMINATION

1. YCH may terminate this MOU at any time on ten (10) days' written notice to CITY. Notwithstanding the termination notice, the CITY shall retain the right to continue the sewer service until relieved of its obligation as "operator" by SWRCB. Upon

receipt of YCH's termination notice, CITY shall undertake all reasonable efforts to be relieved by SWRCB in as expeditious a manner as possible. YCH shall be obligated to continue compensation to CITY until such relief is granted by SWRCB.

2. The term of this MOU is ten (10) years, beginning on July 1, 2019 and ending on June 30, 2029, subject to YCH's right of prior termination under Paragraph 1 of this section, and thereafter shall be automatically renewed from year to year without further notice. However, after the initial 10-year term, CITY and YCH shall have the right to terminate this MOU by giving written notice of termination at least one (1) year in advance.
3. In addition, this MOU shall terminate at any time that performance of terms, covenants and conditions would be contrary to applicable Federal, State or local statutes, ordinance, rules and regulations.

## **SECTION 7. INSURANCE**

During the term of this MOU, each party, at its sole cost and expense, shall obtain and maintain throughout the entire term of this MOU the following insurance policies:

1. General public liability insurance in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage and Five Million Dollars (\$5,000,000) per aggregate, or equivalent self-insurance subject to approval by each party;”
2. Automobile insurance in an amount of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage, including coverage for hired and non-owned vehicles; and
3. Worker's compensation insurance to the established California limits.

CITY, its elected representatives, officers, agents, employees and volunteers shall be named as additional insured or as additional covered party for self-insurance, on all liability insurance or self-insurance maintained by YCH other than workers' compensation and automobile insurance. Any insurance maintained by CITY shall apply in excess of, and not contribute with, insurance provided by YCH's self-insurance or liability insurance policy. YCH, its elected representatives, officers, agents, employees and volunteers shall be named as additional insured or as additional covered party for self-insurance, on all liability insurance or self-insurance maintained by CITY other than workers' compensation insurance. Any insurance maintained by YCH shall apply in excess of, and not contribute with, insurance provided by CITY's self-insurance or liability insurance policy. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written

notice has been given to the other party. Upon request, each party shall provide the other party proof of such insurance coverage.

## **SECTION 8. INDEPENDENT CONTRACTOR**

1. Neither YCH nor any of its officers or employees shall have any control over the conduct of CITY or any of CITY's employees. YCH shall have no voice in the selection, discharge, supervision or control of CITY's employees, representatives or agents, or in fixing their compensation or hours of service. CITY expressly warrants not to, at any time or in any manner, represent that it or any of its agents, representatives or employees, are in any manner agents, representatives or employees of YCH. CITY is, and shall at all times remain, a wholly independent contractor, and CITY's obligations to the YCH are solely such as are prescribed by this MOU.
2. Neither CITY nor any of its officers or employees shall have any control over the conduct of YCH or any of YCH's employees. CITY shall have no voice in the selection, discharge, supervision or control of YCH's employees, representatives or agents, or in fixing their compensation or hours of service. YCH expressly warrants not to, at any time or in any manner, represent that it or any of its agents, representatives or employees, are in any manner agents, representatives or employees of CITY. YCH is, and shall at all times remain, a wholly independent contractor, and YCH's obligations to the CITY are solely such as are prescribed by this MOU.

## **SECTION 9. NOTICES**

Except as otherwise specified in this MOU, all notices to be sent pursuant to this MOU shall be made in writing, and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered in accordance with this Section. All such notices shall be sent by: (i) personal delivery; in which case notice shall be deemed delivered upon receipt; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail; (iii) nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier; or (iv) facsimile transmission, in which case notice shall be deemed delivered on transmittal, provided that a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received as of the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day. The addresses of the parties are as follows:

City:                      City of Winters

Attn: City Manager  
318 First Street  
Winters, CA 95694  
Tel: (530) 795-4910  
Fax: (530) 795-4935

YCH: Yolo County Housing  
Attn: Chief Executive Officer  
147 West Main Street  
Woodland, CA 95695  
Tel: (530) 662-5428  
Fax: (530) 662-5429

#### **SECTION 10. WAIVER**

The failure of any party to insist on strict compliance with any of the terms, covenants, or conditions of this MOU by another party hereto shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

#### **SECTION 11. AUTHORITY**

Each person executing this agreement on behalf of a party represents that s/he has full power and authority to so execute this document and to bind the party to the terms, covenants and conditions of this MOU.

#### **SECTION 12. ASSIGNMENT**

This MOU may be assigned by YCH to any successor public agency but shall not otherwise be assigned in whole or in part without the prior written consent of CITY.

#### **SECTION 13. SUCCESSORS AND ASSIGNS**

Subject to any provision under this MOU restricting assignment, the provisions of this MOU shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, *and* personal representatives of the parties to this MOU.

#### **SECTION 14. LEGAL FEES**

Each party will bear its own defense costs, including but not limited to. attorney's fees and costs, in the event a controversy or litigation occurs in connection with the performance by YCH or CITY of the terms, covenants and conditions of this MOU.

#### **SECTION 15. GOVERNING LAW**

This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a court of competent jurisdiction located in Yolo County, California.

#### **SECTION 16. TIME IS OF THE ESSENCE**

Time is of the essence in the performance of every term, covenant, condition, and provision of this MOU.

#### **SECTION 17. SEVERABILITY**

If any provision of this MOU is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect.

#### **SECTION 18. AMENDMENT**

This MOU may be amended only by a written instrument executed by all parties hereto, and any other purported amendment shall be of no force or effect.

#### **SECTION 19. COUNTERPARTS**

This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same one document.

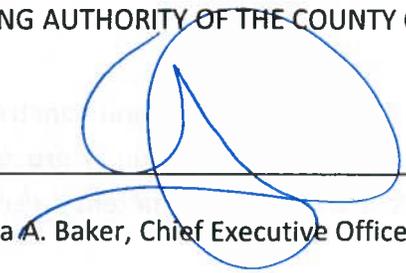
#### **SECTION 20. ENTIRE AGREEMENT**

This MOU constitutes the entire agreement between the parties and supersedes all prior agreements, representations, warranties, statements; promises and understandings, whether oral or written, with respect to the subject matter hereof and no party shall be bound by any representations, statements, promises or understandings not specifically set forth in this MOU. In the event of a dispute between the parties as to the language of this MOU or the construction or meaning of any term hereof, this MOU shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this MOU.

IN WITNESS WHEREOF, the parties hereto agree this 18th day of September, 2019

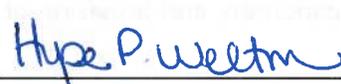
HOUSING AUTHORITY OF THE COUNTY OF YOLO

CITY OF WINTERS

  
\_\_\_\_\_  
By: Lisa A. Baker, Chief Executive Officer

\_\_\_\_\_  
By: Bill Biasi, Mayor

APPROVED AS TO FORM

  
\_\_\_\_\_  
By: Hope Welton, Agency Counsel

\_\_\_\_\_  
By: Ethan Walsh, City Attorney

# EXHIBIT A

## Yolo Housing

### El Rio Villa Lift Station Maintenance Cost Analysis

Cost Estimated as of 5/31/2019 (to be updated periodically)

#### Reserve Contributions

	27001	27002	Combined
Contributions to date	353,440.60	316,415.05	669,855.65

#### Actual System Expenditures

				<u>Expenditure Type/Notes</u>
7/2009-6/2010	5,985.41	-	5,985.41	SCADA
7/2010-6/2011	4,984.51	1,813.57	6,798.08	line cleaning, manual switch install
7/2011-6/2012	764.58	-	764.58	electrical rep
7/2012-6/2013	4,182.35	-	4,182.35	outage pumping, calibration, SCADA svc
7/2013-6/2014	3,000.00	600.00	3,600.00	line cleaning, booster pump disconnect
7/2014-6/2015	-	11,545.73	11,545.73	level transducer svc, calibration,
7/2015-6/2016	7,022.85	-	7,022.85	calibrations, transfer switch
7/2016-6/2017	2,498.84	83,337.75	85,836.59	Calibrations, 2 pumps replaced
7/2017-6/2018	20,303.74	18,291.00	38,594.74	MCC control panel update
7/2018-6/2019	6,458.32	-	6,458.32	
			<u>170,788.65</u>	
Remaining Cash Balance in Combined Reserve			\$ 499,067.00	

#### Anticipated System Expenditures (thru 6/30/2034)

update every 2 years to ensure still on track

Item	Typical / Expected Frequency	Cost/ Occurance	Total Estimated		Notes/Comments
			Cost	Cost	
Generator and Light Installation	20-25 years	\$ 86,000	\$ 86,000	\$ 86,000	engineer estimate for late in 2019 project
Chemical Degreaser treatment	12 months	\$ 5,100	\$ 76,498.20	\$ 76,498.20	estimate based on history
Two New Pumps	8-10 years	\$ 100,000	\$ 100,000	\$ 100,000	estimated useful life
Calibrations/ line Cleaning	12 months	\$ 2,500	\$ 37,500	\$ 37,500	includes regular cleanout & video survey to main lines
Electricity	12months	\$ 2,100	\$ 31,500	\$ 31,500	
Contingency/Reserve for unplanned work during period			\$ 100,000	\$ 100,000	
Estimated total operating cost for Lift Station system thru 12/2034			\$ 431,498	\$ 431,498	

**Estimated Unit cost per month** \$ 50 minimal contribution for add'l contingency

#### Projected Impact of Future Funding

Additional Sinking Fund Contributions over period	\$ 9,000	180 months pmts @ monthly rate
Remaining net balance in Sinking Fund @ 6/30/2034	<u>\$ 76,569</u>	add'l contingency over \$100k above

Yolo County Housing  
Yolo County, California

Meeting Date: September 18, 2019

To: County Counsel ✓  
Yolo County Housing ✓

9.

Review, Approve and Adopt Resolutions Authorizing the Execution of Standard Contract with the State of California Department of Housing and Community Development, Office of Migrant Services, by the CEO, subject to Final Review and Concurrence of Agency Legal Counsel (Gillette)

Minute Order No. 19-40: Approved recommended actions by **Resolution Nos. 19-09 and 19-10.**

MOTION: Sandy. SECOND: Sandeen. AYES: Arnold, Lansburgh, Sandeen, Sandy, Vanderford, Walters. ABSENT: Neu.



## Yolo County Housing

147 W. Main Street      Woodland: (530) 662-5428  
WOODLAND, CA 95695      Sacramento: (916) 444-8982  
TTY: (800) 545-1833, ext. 626

DATE:                      September 18, 2019  
TO:                         YCH Housing Commission  
FROM:                     Lisa A. Baker, Chief Executive Officer  
PREPARED BY:         Jim Gillette, Finance Director

**SUBJECT: Review, Approve, and Adopt Resolution Authorizing Execution of Standard Agreement with State Department of Housing and Community Development Office of Migrant Services by the CEO, subject to Final Review and Concurrence of Agency Legal Counsel**

### **RECOMMENDED ACTIONS:**

That the Housing Commission:

1. Adopt the Resolution Authorizing Adoption of Standard Agreements No. 19-OMS-12695 for the Davis Migrant Center and 19-OMS-12696 for the Madison Migrant Center, both located in Yolo County; and
2. Authorize the CEO to execute, subject to Final Review and Concurrence of Agency Legal Counsel.

### **BACKGROUND/DISCUSSION:**

YCH manages migrant centers for the Department of Housing and Community Development, Office of Migrant Services (OMS). YCH owns the land, while OMS owns the improvements. These centers are part of a program for administering housing for migratory workers and their families at the Davis and Madison migrant centers in Yolo County. The contract amounts for the two fiscal years' combined funding (FY2019-2020 and FY2020-2021) beginning July 1, 2019 are:

Migrant Center	FY2019-2020	FY2020-2021	2-year Total
Davis	\$ 532,881	\$ 528,005	\$1,060,886

**Yolo Housing Commission**  
**September 18, 2019**  
**Migrant Center Contracts**  
**Page 2**

Madison	\$ 685,329	\$ 680,228	\$1,365,557
Total	\$1,218,210	\$1,208,233	\$2,426,443

YCH has been in discussions with OMS regarding the budget for this two-year period since January 2019. YCH came to an agreement regarding budget numbers at the end of May 2019, but did not receive a standard agreement for review. Given the passage of AB 2886, staff expected a much revised agreement that would resolve long standing issues between the operators and the State.

The new standard agreement form received in July 2019 incorporated some significant positive changes, such as electronic reimbursement request submissions, but, unfortunately, most of the issues around cumbersome document processing and cash flow challenges remain in this new document. Fixing these remaining items will require significant additional time and effort to resolve as many of these issues are based on the contract type used - which is a standard format for rehabilitation work, but is relatively unsuited for ongoing operations with a focus on risk management related to grant funds.

In order to address these issues, YCH staff has been in discussion with OMS management staff and have been able to obtain some assurances from OMS that actual enforcement of the contract terms will be similar to prior years and that the processes that YCH has used in the past will continue to be adequate, so that additional staffing should not be required. Because of this, the budgets incorporated into these agreements should be adequate with the 5% contingency incorporated into the resolutions to cover potential unknowns.

At this time, OMS is asking operators to adopt the resolution based on the exhibits to the contract that are marked "SAMPLE". According to OMS and HCD contract staff, the final agreement cannot be issued until after the resolution approving the contract has been provided. Because of this, staff recommends that the Board approve a review by YCH staff and legal counsel to confirm the final executable documents are consistent with the sample documents attached here prior to execution.

As the Commission is aware, this program has been operated by YCH for 54 years as of 2019 and YCH has been a proud provider of needed housing assistance to support Yolo's agricultural needs. However, the program has not yet been able to resolve most of the

process and cashflow inefficiencies, while it continues to operate with significant fiscal constraints that do not match its procedural mandates. The program also lacks consistent and sufficient funding for maintenance and rehabilitation (for infrastructure, buildings, appliances, and mechanical systems) needed to properly maintain the units, and seems to lack the ability to replace aging vehicles that have reached the end of their useful lives. YCH is currently working on a potential vehicle lease program that could be funded within the existing budgets to address the vehicle issues, but this concept has not yet been fully approved by OMS.

**FISCAL IMPACT:**

Due to the lengthy delay by OMS in providing a contract for this program, which began operation on July 1, 2019 for this contract year, this program is nearly three (3) months in arrears for payments. Authorizing the Resolution will allow the contract to move forward so that payment will not be further delayed.

**Conclusion:**

The Resolution is recommended for adoption as described in the recommendations.

**Attachments:** Resolution  
OMS Standard Agreement 19-OMS-12695 for the Davis Migrant Center  
OMS Standard Agreement 19-OMS-12696 for the Madison Migrant Center

SEP 23 2019

HOUSING AUTHORITY OF THE COUNTY OF YOLO

BY Julie Rachtz  
DEPUTY CLERK OF THE BOARD

RESOLUTION NO. 19-09

RESOLUTION APPROVING THE 2019-2021 FISCAL YEARS OPERATION AND MAINTENANCE CONTRACT FOR THE MADISON MIGRANT CENTER BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND THE HOUSING AUTHORITY OF THE COUNTY OF YOLO  
CONTRACT # 19-OMS-12696

WHEREAS, the California Department of Housing and Community Development has approved the Operation and Maintenance Contract for the 2019-2021 Fiscal Years for the Madison Migrant Center; and

WHEREAS, the Housing Authority of the County of Yolo, acting through its Housing Commission desires to approve this Operation and Maintenance Contract for the 2019-2021 operation of the Madison Migrant Center.

NOW, THEREFORE, BE IT RESOLVED, the Housing Commission of the Housing Authority of the County of Yolo hereby approves the Operation and Maintenance Contract # 19-OMS-12696 in the amount of \$1,365,556.52 plus a 5% contingency for a total not to exceed amount of \$1,433,834.35 and authorizes Lisa A. Baker, its Chief Executive Officer, to execute said contract with any final clerical corrections, on behalf of the Housing Authority of the County of Yolo.

PASSED AND ADOPTED this 18<sup>th</sup> day of September, 2019 by the following vote:

AYES: Arnold, Lansburgh, Sandeen, Sandy, Vanderford, Walters.

NOES: None.

ABSENT: Neu.

ABSTAIN: None.

By: [Signature]  
Will Arnold  
Yolo County Housing Commission

Approved as to Form:

By: [Signature]  
Hope Welton, Agency Counsel

Attest:  
Julie Dachlter, Clerk  
Yolo County Housing Commission

By: [Signature]  
Deputy



FILED

SEP 23 2019

HOUSING AUTHORITY OF THE COUNTY OF YOLO

BY Julie Dachtler  
DEPUTY CLERK OF THE BOARD

RESOLUTION NO. 19-10

RESOLUTION APPROVING THE 2019-2021 FISCAL YEARS OPERATION AND MAINTENANCE CONTRACT FOR THE DAVIS MIGRANT CENTER BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND THE HOUSING AUTHORITY OF THE COUNTY OF YOLO CONTRACT # 19-OMS-12695

WHEREAS, the California Department of Housing and Community Development has approved the Operation and Maintenance Contract for the 2019-2021 Fiscal Years for the Davis Migrant Center; and

WHEREAS, the Housing Authority of the County of Yolo, acting through its Housing Commission desires to approve this Operation and Maintenance Contract for the 2019-2021 operation of the Davis Migrant Center.

NOW, THEREFORE, BE IT RESOLVED, the Housing Commission of the Housing Authority of the County of Yolo hereby approves the Operation and Maintenance Contract # 19-OMS-12695 in the amount of \$1,060,885.84 plus a 5% contingency for a total not to exceed amount of \$1,113,930.13 and authorizes Lisa A. Baker, its Chief Executive Officer, to execute said contract with any final clerical corrections, on behalf of the Housing Authority of the County of Yolo.

PASSED AND ADOPTED this 18<sup>th</sup> day of September, 2019 by the following vote:

- AYES: **Arnold, Lansburgh, Sandeen, Sandy, Vanderford, Walters.**
- NOES: **None.**
- ABSENT: **Neu.**
- ABSTAIN: **None.**

By: [Signature]  
Will Arnold  
Yolo County Housing Commission

Approved as to Form:  
By: [Signature]  
Hope Welton, Agency Counsel

Attest:  
Julie Dachtler, Clerk  
Yolo County Housing Commission

By: [Signature]  
Deputy



**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 19-OMS-12696	PURCHASING AUTHORITY NUMBER (if applicable)
----------------------------------	---

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

Yolo County Housing Authority

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

09/30/2021

3. The maximum amount of this Agreement is:

\$1,365,556.52

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	2
Exhibit A1	Legal Description	1
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit B-1	1 - Year One Operating Budget	2
Exhibit B-2	2 - Year Two Operating Budget	2
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	OMS Terms and Conditions	8
Exhibit E	Special Terms and Conditions: Rural Development (RD) Management Agreement	3
Exhibit F	Special Terms and Conditions: Fiscal Year Start Up Request	11
TOTAL NUMBER OF PAGES ATTACHED		33 pages

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/Resource>

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.)  
Yolo County Housing Authority

CONTRACTOR BUSINESS ADDRESS 147 West Main Street	CITY Woodland	STATE CA	ZIP 95695
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PRINTED NAME OF PERSON SIGNING	TITLE
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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**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 Synthia Rhinehart	TITLE Contracts Manager, Business & Contract Services Branch
---	--

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
---	-------------

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

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**1. Authority and Purpose**

Pursuant to Chapter 8.5 (commencing with Section 50710) of Part 2, Division 31, of the Health and Safety Code ("Statutes"), the Department of Housing and Community Development ("Department") is responsible for the administration of a program in order to provide housing and housing-related services for migratory workers and their families in California and may contract with housing authorities and other appropriate local, public and private non-profit agencies for the purpose of securing or obtaining such housing and other related services.

In accordance with the Statutes and the Office of Migrant Services (OMS) Program Regulations set forth in California Code of Regulations ("CCR") Title 25, Division 1, Chapter 7, Subchapter 7, commencing with Section 7600 ("Program Regulations"), the Department shall provide housing units and related facilities at the location set forth in Exhibit A-1 of this Agreement ("Housing Center(s)"). These housing units and related facilities shall at all times remain legally severable from the real property on which they are placed, and the title of these units shall be in the name of the Department. Upon termination of this Agreement, the Department shall have the right to remove these housing units and related facilities without reimbursement to the Contractor.

The Contractor agrees to comply with the terms and conditions of this Agreement, and all Exhibits hereto.

**2. Scope of Work**

- A. The Contractor shall permit occupancy of the Housing Center(s) for migratory workers and their families in accordance with the Program Regulations and provide operations services ("Work") which are further described as all administrative, fiscal and management services; employment of staff; and purchasing, rental or use of supplies and materials as needed to operate, maintain, rehabilitate and protect the Housing Center pursuant to the terms and conditions of this Agreement. The Department reserves the right to review and approve all Work performed by the Contractor in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department. Any approval shall not be presumed unless such approval is made by the Department in writing.
- B. The Work shall generally consist of operations, maintenance and oversight of Department-approved rehabilitation of the Housing Center(s).
- C. The commonly accepted name and street address of the Housing Center(s) is

**EXHIBIT A**

Madison Migrant Center  
29289 State Highway 16  
Madison, CA 95653

**3. Term**

All activities set forth in this Agreement and program funds allocated pursuant to Exhibit B-1 must be expended by June 30, 2020. All activities set forth in this Agreement and program funds allocated pursuant to Exhibit B-2 must be expended by June 30, 2021. Any costs incurred after June 30, 2021 are not eligible for reimbursement. This agreement expires on September 30, 2021.

**4. Department Contract Coordinator**

The coordinator of this Agreement for the Department is the Manager of the OMS Program, Division of Financial Assistance, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement must be mailed by first class mail to the Department Coordinator at the following address:

OMS Program Manager  
Department of Housing and Community Development  
Division of Financial Assistance  
Post Office Box 952054  
Sacramento, CA 94252-2054

**5. Contractor Contract Coordinator**

The Contractor's Contract Coordinator for this Agreement is listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the contact at the following address:

Yolo County Housing Authority  
Lisa Baker  
147 West Main Street  
Woodland, CA 95695  
lbaker@ych.ca.gov

**EXHIBIT A-1**

**LEGAL DESCRIPTION**

A parcel of land being a portion of the West ½ of Section 27, T. 10 N., R. 1 W., M.D.B.&M., Yolo County, California, more fully described as follows:

Beginning at the Northwest corner of that certain parcel of land entitled Yolo County Labor Camp show on that Record of Survey filed in Book 9 of Maps and Surveys at Page 151 in the Office of the Recorder of the County of Yolo, said corner also being on the South line State Highway No. 16; thence South 71° 51.00" East 400.00 feet along said South line to the West line of the 20 foot easement shown on said Record of Survey; thence South 10° 15' 00" West 1102.42 feet along said West line, and the Southerly prolongation thereof, to the South line of said Section 27; thence West 597.54 feet along said South Line; thence North 10° 15' 00" East 606.87 feet; thence South 79° 51' 00" East of 120.00 feet; thence North 10° 15' 00" East 280.40 feet to the point of beginning.

Containing 13.50 acres, more or less.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Agreement Amount**

- A. For the purposes of performing the Work, the Department agrees to provide the amount of \$685,328.71 for fiscal year 2019/20 and \$680,227.81 for fiscal year 2020/21, not to exceed \$1,365,556.52 (total for *two-years funding pursuant to this biannual contract*). At the sole discretion of the Department, this amount may be adjusted per annum in accordance with the grant allocation provided by the State of California to the Department, which may require an amendment to this Agreement.
- B. Unless amended, the Department is not liable for any costs for the Work in excess of the amount of this Agreement, nor for any unauthorized or ineligible costs.
- C. Funds provided under this Agreement are provided in the form of a grant only for the approved purposes and itemized amounts as stated in Exhibit B-1 Year One Operating Contract Budget and Exhibit B-2 Year Two Operating Contract Budget (“Budgets”) attached hereto and incorporated herein.
- D. Upon Year 2 of this Agreement’s term, Exhibit B-2 may be modified to adjust line item amounts in accordance with the Contractor’s Year 2 allocation, as granted by the State of California to the Department.
- E. Any adjustments to the Year 1 or Year 2 Budget require prior written approval of the Department, and may require written justification from the Contractor and an amendment to this Agreement.

**2. Disbursement of Funds**

- A. Upon receipt of a certified resolution, determined to be legally sufficient by the Department, and the execution of this Agreement, the Department agrees to disburse to the Contractor funds not to exceed the total amount stated in Paragraph 1.A of this Exhibit.
- B. The Department shall disburse requested funds for Work performed on behalf of or by the Contractor (and actions that are to be performed and documented by the Contractor pursuant to statute, regulation, contract, or schedule) and where accordingly such Work has been documented by the Contractor, or for equivalent services that have been rendered and documented by the Contractor.
- C. The Department further agrees to disburse said funds only for the approved purposes and itemized amounts as described in the Budgets.

**EXHIBIT B**

- D. The Department shall reimburse the Contractor monthly in arrears for the Contractor's actual and necessary expenses in accordance with the Budget and upon receipt of a Request for Reimbursement. Requests for Reimbursement may be mailed to the Department or submitted via email to [OMSProgram@hcd.ca.gov](mailto:OMSProgram@hcd.ca.gov).
- E. The Contractor shall provide the Department with a monthly Request for Reimbursement no later than fifty (50) days after the end of each reporting month. The Request for Reimbursement must include adequate source documentation evidencing funds were spent consistent with the terms of this Agreement. Adequate source documentation can be a combination of any of the following: signed timesheets, payroll reports, general ledgers that originate outside of the Contractor's sole control (i.e. through an Accounting Branch/Unit), the summary page of utility bills, bank statements, receipts, or any other relevant documentation, as requested by the Department and subject to clarification.
- F. The Department cannot commence processing payment until it has received the adequate source documentation, therefore the Department will withhold reimbursement until all required documentation is received and verified. The Department will withhold payment for disputed items, but all non-contested items will be processed for invoicing and repayment to the Contractor.
- G. Upon expiration of this Agreement, funds provided through this Agreement which are in excess of actual and necessary expenses may be disbursed and deposited into an OMS reserve account established and funded pursuant to Health and Safety Code Section 50710.1(b). Prior to said approval, the Department must certify that there is no need to address reasonable general maintenance requirements or repairs, rehabilitation, and replacement needs of the requesting Housing Center(s) which affect the immediate health and safety of residents. Pursuant to applicable law, the cumulative balance of the reserve account may not exceed 10 percent of the operating funds annually committed to the Contractor by the Department, unless specifically authorized by the Department. The Department has ultimate discretion as to whether said funds will be disencumbered or preserved within the OMS reserve account.
- H. Funds in the reserve account must be used only for capital improvements such as replacing or repairing structural elements, furniture, fixtures, or equipment of the Housing Center(s), the replacement or repair of which are reasonably required to preserve the Housing Center. Withdrawals from the reserve account may only be made upon receipt of written approval from the Department. Withdrawal requests must detail the amount and nature of expenditures and include the most recent bank statement from the reserve account. Withdrawals or expenditures made without prior Department approval are not authorized.
- I. The statutory reserve account referenced above in paragraph 2(G) and 2(H), the general operations account, the CARE account, the account which holds the tenant security deposits, and any other reserve accounts that the contractor may

## EXHIBIT B

hold with Departmental must be maintained separately from one another.

- J. If the Contractor is in violation of any provision of this Agreement, the Department may, at its sole discretion, withhold payment of funds under this Agreement until such violations are corrected.
- K. The expenditure period for FY 2019-2020 ends on June 30, 2020, the expenditure period for FY 2020-2021 ends on June 30, 2021. All Requests for Reimbursement shall be submitted to the Department by August 31, 2021. The Department will not process Requests for Reimbursement submitted to the Department after August 31, 2021.

### 3. Advances

- A. Upon the effective date of this Agreement, the Contractor may, upon written request, obtain an advance of funds in an amount not to exceed twenty percent (20%) of the total Agreement amount, which reflects the annual operating costs of the Housing Center(s). The annual operating costs *does not include* the amount of funds allocated for Minor Rehabilitation as specified in line item 304 of the Budget, as stated in paragraph 1. A and 4. A, to request an advance of funds the Contractor cannot have an outstanding advance balances from the prior contract period, as further specified below.
- B. Advance balances will be deemed outstanding if Contractors have not, within 60 days of the end of the prior fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>): submitted acceptable invoices to cover the advances or; deposited remaining funds to the reserves (with Department approval). Failure to submit acceptable invoices or deposit remaining funds to the reserves will result in the return of any remaining funds to the Department.
- C. Advanced funds must be recaptured during the final three months of invoices. If the Contractor has an outstanding advance balance at the end of the fiscal year, the Department is not required to provide an advance in the subsequent fiscal year.

### 4. Line Item Changes

The Contractor may, upon prior written approval by the Department, transfer any approved allocations or portions thereof, to other cost categories listed in the Budget for that fiscal year. In no event shall the total amount of this Agreement be exceeded without prior execution of a formal amendment to this Agreement.

### 5. Special Funding Conditions

- A. Funds allocated for Minor Rehabilitation as specified in line item 304 of the Budget shall be subject to the following provisions:

**EXHIBIT B**

- 1) Funds may be spent only for the items and activities, in the maximum amounts specified, and according to the priority expressed in Item G of the Budget.
  - 2) Notwithstanding Paragraph 4 of this Exhibit, these funds shall not be subject to transfer to other cost categories.
  - 3) All reimbursements shall be in arrears and shall require submission of invoices and related supporting documentation in a manner directed by the Department.
  - 4) Any funds not expended upon the expiration of this Agreement shall be automatically disencumbered on that date and shall not be available for additional expenditures or reimbursements except as provided in Health and Safety Code Section 50710.1(b) and as further specified in paragraph 2(G)-(H).
- B. Funds allocated in Item B, line 209 “Major Equipment Repair/Maintenance” of the Budget shall be spent only for the items, and in the maximum amounts, specified in Item F of the Budget.
- C. Funds allocated in Item B, line 401 “Administrative Support Services” of the Budget shall be calculated as 10% of the total Budget per year and shall be spent on administrative costs incurred by the Contractor to administer the OMS program.

**6. Availability of Funds**

The obligations under this Agreement are hereby made expressly contingent upon the availability of projected rental income and other funds for the purposes of performing the services identified in this Agreement. It is understood that this Agreement may have been written prior to the beginning of the fiscal year in order to expedite contract processing. However, should adequate funds not be appropriated by the Legislature for the current fiscal year or should other funds be reduced as a result of a court order or any other incident deemed legally binding by the Department, the Department may exercise its option to cancel this Agreement. Additionally, the Department, in its sole discretion, may opt to reduce the on-season period, unless the Department and the Contractor either amend this Agreement or mutually agree to budget reductions and a rescission of a portion of the encumbered funds as a means to mitigate the lack of funds.

**EXHIBIT B-1**  
**YEAR ONE OPERATING CONTRACT BUDGET**  
 THIS IS NOT AN INVOICE

Contract No. 19-OMS-12696 (RD), Madison			
Term: July 1, 2019 - June 30, 2020			
		<b>CONTRACTOR FUNDS</b>	<b>STATE FUNDS</b>
<b>A.</b>	<b>CENTER PERSONNEL</b>		
101	Permanent Salaries/Wages	\$	\$ 90,336.46
102	Temporary Salaries/Wages		0.00
103	Personnel Benefits		105,696.46
	<b>SUBTOTAL</b>	<b>\$ 0.00</b>	<b>\$ 196,032.92</b>
<b>B.</b>	<b>OPERATING EXPENSES</b>		
201	Center Office Supplies	\$	\$ 2,000.00
202	Household Supplies		0.00
203	Communications		3,000.00
204	Travel		1,500.00
205	Auto Repairs/Maintenance		3,000.00
206	Gas/Oil		2,400.00
207	Minor Equipment Repair/Maintenance		1,500.00
208	Purchases Under \$150		0.00
209	Major Equipment Repair/Maintenance	18,500.00	0.00
211	Equipment Rental		0.00
212	Electricity and Gas		65,000.00
213	Garbage, Trash		25,000.00
214	Sewer, Water		100,000.00
215	Other Costs		7,070.00
217	Property and Liability Insurance		16,000.00
218	Other Insurance		75,750.00
219	Advertising		
	<b>SUBTOTAL</b>	<b>\$ 18,500.00</b>	<b>\$ 302,220.00</b>
<b>C.</b>	<b>MAINTENANCE EXPENSES</b>		
301	Electrical/Plumbing/Paint/Solar Supplies	\$	\$ 14,000.00
302	Lumber and Materials		4,500.00
303	Grounds Maintenance		500.00
304	Minor Rehabilitation	32,509.00	0.00
	<b>SUBTOTAL</b>	<b>\$ 32,509.00</b>	<b>\$ 19,000.00</b>
<b>D.</b>	<b>CONTRACTOR ADMINISTRATION</b>		
401	Administrative Support Services	\$	\$ 66,939.79
402	Travel		0.00
403	Audit		1,500.00
	<b>SUBTOTAL</b>	<b>\$ 0.00</b>	<b>\$ 68,439.79</b>
<b>E.</b>	<b>DEBT SERVICE &amp; REPLACEMENT</b>		
501	Reserves	\$	\$ 11,500.00
502	Payment		88,136.00
	<b>SUBTOTAL</b>	<b>\$ 0.00</b>	<b>\$ 99,636.00</b>
<b>TOTAL</b>		<b>\$ 51,009.00</b>	<b>\$ 685,328.71</b>

OMS – Rural Development  
 2019 – 2021 Operations Agreement  
 Approved Date: 7/22/2019  
 Prep. Date: 7/24/2019



EXHIBIT B-2  
YEAR TWO OPERATING CONTRACT BUDGET  
 THIS IS NOT AN INVOICE

Contract No. 19-OMS-12696 (RD), Madison				
Term: July 1, 2020 - June 30, 2021				
			CONTRACTOR FUNDS	STATE FUNDS
A.	CENTER PERSONNEL			
	101	Permanent Salaries/Wages	\$	\$ 90,336.46
	102	Temporary Salaries/Wages		0.00
	103	Personnel Benefits		105,696.46
		<b>SUBTOTAL</b>	<b>\$ 0.00</b>	<b>\$ 196,032.92</b>
B.	OPERATING EXPENSES			
	201	Center Office Supplies	\$	\$ 2,000.00
	202	Household Supplies		0.00
	203	Communications		3,000.00
	204	Travel		1,500.00
	205	Auto Repairs/Maintenance		3,000.00
	206	Gas/Oil		2,400.00
	207	Minor Equipment Repair/Maintenance		1,500.00
	208	Purchases Under \$150		0.00
	209	Major Equipment Repair/Maintenance		0.00
	211	Equipment Rental		0.00
	212	Electricity and Gas		65,000.00
	213	Garbage, Trash		25,000.00
	214	Sewer, Water		100,000.00
	215	Other Costs		7,070.00
	217	Property and Liability Insurance		16,000.00
	218	Other Insurance		75,750.00
	219	Advertising		
		<b>SUBTOTAL</b>	<b>\$ 0.00</b>	<b>\$ 302,220.00</b>
C.	MAINTENANCE EXPENSES			
	301	Electrical/Plumbing/Paint/Solar Supplies	\$	\$ 14,000.00
	302	Lumber and Materials		4,500.00
	303	Grounds Maintenance		500.00
	304	Minor Rehabilitation		0.00
		<b>SUBTOTAL</b>	<b>\$ 0.00</b>	<b>\$ 19,000.00</b>
D.	CONTRACTOR ADMINISTRATION			
	401	Administrative Support Services	\$	\$ 61,838.89
	402	Travel		0.00
	403	Audit		1,500.00
		<b>SUBTOTAL</b>	<b>\$ 0.00</b>	<b>\$ 63,338.89</b>
E.	DEBT SERVICE & REPLACEMENT			
	501	Reserves	\$	\$ 11,500.00
	502	Payment		88,136.00
		<b>SUBTOTAL</b>	<b>\$ 0.00</b>	<b>\$ 99,636.00</b>
	TOTAL		<b>\$ 0.00</b>	<b>\$ 680,227.81</b>

OMS – Rural Development  
 2019 – 2021 Operations Agreement  
 Approved Date: 7/22/2019  
 Prep. Date: 7/24/2019



## EXHIBIT D

### OMS TERMS AND CONDITIONS

#### 1. Seasonal Operations

- A. The Department shall designate a period of one hundred eighty (180) days each calendar year, unless otherwise extended or reduced by written agreement between the Department and the Contractor, during which the Migrant Center(s) must be open to migratory agricultural workers and their households for occupancy, which period will be referred to as the "on-season." The remaining period of time during each calendar year will be referred to as the "off-season."
- B. During the on-season:
- 1) All common facilities of the Migrant Center(s) subject to this Agreement, other than the housing units, must be available, as required by the Department, for the purpose of childcare services, health care services, educational programs, and other services approved by the Department and the Contractor for the benefit of resident migratory agricultural workers and their households.
  - 2) With reasonable discretion, residents of the Migrant Center(s), after prior notice to the Contractor, must be permitted to use the common facilities of the Migrant Center(s) at any time such facilities are not required for use of programs scheduled by the Department or the Contractor, such as childcare programs, health programs, or educational programs.
- C. During the off-season, the Migrant Center(s) must be available for such other use and subject to such other conditions as mutually agreed upon in writing by the Department and the Contractor, which must not be inconsistent or incompatible with the purposes of this Agreement.
- D. Migrant Center operations and alternative uses must not overlap, and Migrant Center operations must take precedence.

#### 2. Financial Management

##### A. Rents and Other Receipts

Pursuant to applicable law, the Contractor shall collect when due all rents, charges, and other amounts receivable on the Department's account in connection with the management and operation of the Migrant Center(s), in accordance with rates established by the Department. Such receipts collected under this provision must not be used for the operations or maintenance of the Migrant Center(s). Pursuant to Government Code §11259, all revenue must be remitted by the Contractor to the Department via check, along with a copy of the corresponding Monthly Rental Income Report, no later than fifty (50) days after the end of each month, to the following address:

## EXHIBIT D

California Department of Housing and Community Development  
Attention: Accounting Branch  
2020 W. El Camino Avenue, Suite 300  
Sacramento, CA 95833

### B. Security Deposits

The Contractor shall collect, deposit, and disburse security deposits, if required, in compliance with any Department regulations or State laws governing tenant security deposits. Security deposits must be deposited into a separate account from the general operating account, reserve account, and CARE account. This account must be regularly maintained by the Contractor.

### C. Account Maintenance

The Contractor shall maintain and safeguard all bank accounts associated with the Migrant Center(s) in a way necessary to conduct their operations successfully and from which they may accurately report operational results for review, and otherwise comply with the terms of this agreement. The Contractor shall provide the Department with statements from all bank accounts associated with Migrant Center operations at least once annually at the beginning of each fiscal year, and upon request from the Department. Statements may be sent electronically to [OMSProgram@hcd.ca.gov](mailto:OMSProgram@hcd.ca.gov).

### D. Accounting System

The Contractor shall develop a systematic method to record the business transactions of the Migrant Center(s) that appropriately reflects the complexity of Migrant Center(s) operations and the Department's requirements to be consistent with Exhibit B, Section 2(E). The Contractor may be required to implement and use bookkeeping and accounting systems acceptable to the Department.

## 3. **Occupancy and Eviction**

The Contractor shall terminate occupancy of a housing unit by any individual pursuant to the reasons and procedures pursuant to Program Regulations. Whenever possible, prior to eviction of any person pursuant to Program Regulations, the Contractor shall use its best efforts to correct the problem with the Resident or through the Resident Council. All proceedings with regard to this paragraph must be consistent with the Program Regulations.

## 4. **Maintenance**

## EXHIBIT D

The Contractor shall maintain the Migrant Center(s) at all times in a safe and sanitary condition and in accordance with standards prescribed by State law, local ordinances, and the Department through this Agreement.

### 5. Acquisitions and Property

If property costing less than one hundred fifty dollars (\$150.00) per item is properly acquired with Agreement funds and is expected at the time of acquisition to be used indefinitely for the purpose for which it was purchased, title to such property must vest with the Contractor at the time of acquisition. If property acquired with Agreement funds has a cost of \$150.00 or more per item or is not expected at the time of acquisition to be used indefinitely for the purpose for which it was acquired, title to such property must vest with the Department. If property purchased under this Agreement is diverted to uses inconsistent with the purposes of this Agreement, the Contractor shall be liable for the replacement value of such property. If property with a unit price of \$5,000 or more is acquired or disposed of, the Contractor shall notify the Department within thirty (30) days of that acquisition or disposal so that the Department may properly account for acquisition or disposal of said property.

### 6. Termination of Agreement

- A. The Contractor may terminate this Agreement prior to the expiration date of this Agreement without cause, only upon conclusion of the on-season period and upon providing thirty (30) days prior written notice to the Department. This Agreement may be terminated by the Department at any time, upon thirty (30) days prior written notice to the Contractor.
- B. In the event that the Contractor terminates this Agreement, the Contractor shall provide the Department or the Department's designee with an option to assume responsibility for the continued operation of the Migrant Center(s), under the same terms and conditions contained in this Agreement, until another mutually agreeable location for the housing units and related facilities can be found and the housing units and related facilities are relocated to that site. The Department shall have one year from the date of exercise of said option to complete this operation and/or relocation.

### 7. Reporting Requirements

- A. Pursuant to Health and Safety Code Section 50717, the Contractor must provide the Department with a report or multiple reports that contains the data specified below about the agricultural workers that reside at the Migrant Center(s) during the most recently concluded contract period. The purpose of gathering the data is to determine the needs of the residents served at the Housing Center(s) and how to better serve those needs. *The report shall be in an aggregate and anonymous format without any individual identifiable information.*

## EXHIBIT D

The report shall include the following information:

- a. The number of units rented to migratory and non-migratory households;
- b. Where the migratory agricultural workers are migrating from;
- c. Household incomes;
- d. Race or ethnicity of members of each household;
- e. Genders of members of each household;
- f. The number of school-aged children, including the number of participants on the Migrant Education Programs and the number of residents enrolled in K-12 programs;
- g. Information regarding the intended schooling for the children once the migrant center closes;
- h. Where members of the household reside when not in the migrant center, and whether they own or rent;
- i. If members of the household are elderly or disabled;
- j. If the Migrant Center(s) has an approved proposal allowing for an exemption for immediate family members of the agricultural worker to reside within a 50-mile radius of the Migrant Center during the off-season, the number and percentage of units allocated to non-migrant agricultural workers, and the number of children enrolled in the local school district, grades K-12 shall also be provided; and
- k. Any additional information requested by the Department

B. The Contractor shall notify the Department and provide a copy of any ordinances or notices to comply received from any regulatory body, including utility providers serving the Housing Centers, which will affect the operation of the Housing Centers, within five (5) days of receipt. Failure to provide said ordinances or notices will constitute a breach of this Agreement, and Contractor may be liable for any penalties the Department may receive as a consequence of failure to adequately provide it timely notice.

C. The Contractor shall provide the Department with an annual financial audit for each fiscal year, due no later than nine (9) months after the end of each fiscal year, in accordance with generally accepted government auditing standards (GAGAS) and the requirements of the federal OMB Circular A-133.

### 8. **Inspections**

At all reasonable times during the term of this Agreement, and upon prior notice to the Contractor, representatives of the Department shall have access to the Contractor's premises for the purpose of ensuring compliance with this Agreement.

### 9. **Contractors and Subcontractors**

The Contractor shall not enter into any agreement with any subcontractor, for five thousand dollars (\$5,000.00) or more, without the prior written approval from the Department. Such

**EXHIBIT D**

approval must not be unreasonably withheld by the Department. A subcontractor is not eligible to receive funds if they are not licensed by the appropriate regulatory body, not in good standing with the State of California, or is in any other way determined to be ineligible by the Department at its sole and reasonable discretion. Any agreement between the Contractor and subcontractors shall include all relevant terms and conditions of this Agreement and its attachments. In the event the Contractor purchases materials, services or subcontracts performance of this Agreement, the Contractor shall adopt the following procedures which must be implemented in a manner consistent with State law:

- A. The Contractor shall invite bids for subcontracts, services and/or materials from as many prospective bidders as practical, and receive no fewer than three (3). Any deviations from this process must be pre-approved by OMS prior to entering an agreement with a subcontractor.
- B. The Contractor shall award a rehabilitation or construction contract and/or any service or purchase agreement to the lowest responsible bidder or reject all bids; provided, however, that no awards must be made without prior written approval of the State.
- C. The Contractor shall award no subcontract, service contract and/or purchase agreement if the lowest responsible bid exceeds that amount allocated to the corresponding budget item in Exhibit B (unless modified in writing as permitted under this Agreement).
- D. The Contractor shall maintain and make available to the State detailed records and accounts of all subcontracts, purchases of materials and/or services made under the above procedure.

**10. Waiver**

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded pursuant to this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. 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 any of the provisions contained herein, 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 such provisions.

**11. Force Majeure**

Neither the Department nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including, without being limited to: acts of God or the public enemy; interference, rulings or decisions by municipal, federal, state, or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, state, federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other

**EXHIBIT D**

causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume operations under this Agreement.

**12. Licenses and Permits**

The Contractor shall procure or cause to be procured all permits and licenses necessary to accomplish the Work set forth in this Agreement, and give all notices necessary and incident to the lawful performance of the Work. The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and comply with all prevailing federal, state, and local laws, rules and regulations made pursuant to those federal, state, and local laws, which in any way affect the conduct and performance of the Work set forth in this Agreement.

**13. 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.
- C. The Department, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the Department or its officers or employees for which the Contractor must provide indemnification under this Agreement. To the extent permitted by law, the Department shall authorize the Contractor or its insurer to defend such claims, suits or actions and shall provide it or its insurer, at the Contractor's expense, information and assistance both necessary and available for such defense. The failure of the Department to give such notice, information, authorization or assistance, shall not relieve the Contractor of its indemnification obligations.

**14. Disputes**

Except as otherwise provided in this Agreement, any dispute arising under or relating to the performance of this Agreement shall be reviewed and decided solely by the Department OMS Program Manager. The Manager's decision shall be provided to the Contractor in writing. The decision of the Program Manager shall be final and conclusive unless within thirty (30) days from

## EXHIBIT D

the date of receipt of such a copy, the Contractor transmits to the Department a written appeal. Pending the final decision by the Director of the Department or Designee, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the written decision of the Program Manager, which is the subject of the Contractor's appeal.

### 15. Audit/Retention and Inspection of Records

The Contractor agrees that the Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide the Department or its delegatee with all relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees 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 Public Contract Code ("PCC") § 10115, et seq., Government Code ("GC") § 8546.7 and 2 CCR §1896.60 et seq. The Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

The Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

### 16. Insurance

- A. The Contractor shall carry, maintain, and enforce general liability and property insurance in the amounts not less than \$1,000,000.00 per occurrence. Fire insurance must be in an amount to adequately protect the interests of the contractor and the State of California and its officers and employees. All liability coverage must name the State of California as Additional Insured. All property coverage must name the State of California as Loss Payee with a maximum \$25,000.00 deductible per occurrence. For additional information on the Department's Insurance Guidelines, please refer to our website at [http://www.hcd.ca.gov/grants-funding/already-have-funding/docs/Insurance\\_Guidelines.pdf](http://www.hcd.ca.gov/grants-funding/already-have-funding/docs/Insurance_Guidelines.pdf).
- B. The Contractor shall provide the Department with a current copy of the Certificate of Coverage upon every premium renewal.
- C. The Contractor shall pay premiums out of the General Operating Account and premiums will be treated as an operating expense.
- D. The Contractor shall investigate and furnish the owner with full reports on all accidents, claims, and potential claims for damage relating to the Project. The Contractor will cooperate with the owner's insurers in connection therewith.

**EXHIBIT D**

**17. Prevailing Wage**

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure compliance with the requirements of the Labor Code commencing with Section 1720 (which pertains to the payment of prevailing wages and administered by the California Department of Industrial Relations).
- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work must be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Contractor and a licensed building contractor, Contractor shall serve as the "awarding body" as that term is defined in the Labor Code. Where Contractor will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." The construction contract and any amendments thereto shall be subject to the prior written approval of the Department. Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.
- C. Notwithstanding any other provisions of this Agreement, after seeking appropriate recourse as set forth in the Section above, any controversial claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et seq., and judgment or award rendered by the arbitration may be entered in any court having jurisdiction thereof.

**EXHIBIT E**

**SPECIAL TERMS AND CONDITIONS:**  
**MANAGEMENT PLAN**

**1. Personnel Policy and Staffing Arrangements**

- A. Identify each position in the Contractor's Organization that is involved in the day-to-operations and maintenance of the property described in Exhibit A.
- B. Describe the fundamental responsibilities and duties of each position identified in section 1.A. above, including the lines of authority and accountability within the Contractor's organization.
  - 1) Identify responsible person residing upon the premises and shall have charge of every unit.
  - 2) Identify the position responsible for determining tenant eligibility and for drafting the waiting list.
  - 3) Identify the position responsible for knowing and administering State and local laws and OMS regulations regarding termination of leases and evictions.
- C. Describe hiring practices of Contractor's Organization.
- D. Describe the standards and plans for training employees on their job-related responsibilities and applicable OMS program statute and regulations. Describe how such training will be achieved.

**2. Center Occupancy, Tenants and Eligibility**

- A. Describe how the units will be advertised. Indicate minimum levels planned regardless of occupancy.
- B. Describe the methods that will be used to achieve and maintain the highest possible level of occupancy.
- C. Describe the methods that will be used to communicate with applicants, tenants and members of the public regarding center policies and OMS regulations.
- D. Describe any orientation services to be provided to tenants to acquaint them with the center and care of units. Indicate what printed information will be given to applicants.
- E. Describe any plans for a Resident Council and how the Contractor will work with the Council.

## EXHIBIT E

- F. Describe the specific documentation that will be acceptable to determine an applicant's eligibility.
- G. Describe the specific criteria that will be utilized for evaluating an individual applicant's prior conduct.
- H. Describe where the Tenant Grievance and Appeals Procedure will be posted at the Center and otherwise made available to the tenants. Identify which staff position will be responsible for responses to and consideration of a tenant grievance.

### 3. **Rent and Other Income Collection Policies and Records Keeping**

- A. Describe the rent and other income collection policy and procedure, covering such matters as where the collection point is, when the collection is made, which staff position handles the collection, provisions for handling collection after normal business hours, recording and safeguarding collections.
- B. Describe the security deposit policy and procedure, covering such matters as where the collection point is, when the collection is made, which staff position handles the collection, provisions for handling collection after normal business hours, recording and safeguarding collections.
- C. Describe the type of accounting method (cash or accrual) and financial records that will be used, how will they be maintained, and which staff position will prepare and maintain them.
- D. Describe how applications and other records relevant to tenants and eligibility will be maintained, and which staff position will prepare and maintain them.
- E. Describe how rental and other income is reported and remitted to the Department, and which staff position will prepare and process them.

### 4. **Plans and Procedures for Effective Center Maintenance and Repair**

- A. Describe the general plan for preventative maintenance.
- B. Describe the general maintenance procedures and schedules or cycles.
- C. Describe the policy and procedure for tenants to prepare and submit maintenance requests.
- D. Describe the general timing for handling purchase orders and payments.
- E. Describe the policy for budgeting for and/or requesting use of reserves for funding major maintenance or replacement items.

**EXHIBIT E**

- F. Describe where the center's as-built plans and specifications will be located and identify the staff position responsible for updating it as modifications occur.
- G. Describe the plan to inform and encourage tenants in use of energy and water conservation practices.
- H. Describe the plan to utilize energy and water conservation practices in the common areas of the center.

**5. Plans and Procedures for Supplemental Services**

- A. Describe the types of supplemental services such as laundry and vending machines that will be provided to benefit tenants.
- B. Describe who will be responsible for maintaining any equipment and stocking any vending machines.
- C. Describe the general terms of vendor contracts that supply these services.
- D. Describe the safekeeping and recording practices of any cash collections from use of this equipment.

**EXHIBIT F**

**SPECIAL TERMS AND CONDITIONS**

**United States Department of Agriculture Rural Development (RD) Management Agreement**

**1. General**

**A. Appointment and Acceptance**

The Department appoints the Contractor to manage the property described in Paragraph 1.B. of this Exhibit, and the Contractor hereby accepts the appointment, subject to the terms and conditions set forth in this Agreement.

**B. Housing Center(s) Description**

The property to be managed by the Contractor under this Agreement is a housing center ("Housing Center(s)") consisting of the land, buildings, and other improvements hereto identified as Housing Center(s) Number 19-OMS-12696. The Housing Center(s) is further described as follows:

Name: Madison  
Location:  
City: Madison  
County: Yolo  
State: California  
No. of Dwelling Units: 88  
Type of Units:  
 Family       Elderly       Mixed       Congregate

**C. Identity of Interest**

The Contractor shall disclose to the Department and the United States Department of Agriculture Rural Development ("RD") any and all identities of interest that exist or shall exist between the Contractor and the Department, suppliers of material and/or services, or vendors in any combination of relationship.

**D. RD and Department Requirements**

In performing its duties as prescribed in this Agreement, the Contractor shall comply with all relevant requirements of RD and the Department which include preparation of forms, exhibits and reports in the format prescribed by RD and the Department.

**E. Plans and Specifications**

As soon as possible, the Department shall furnish the Contractor with a complete set of "as-built" plans and specifications and copies of all guarantees and warranties relevant to

## EXHIBIT F

construction, fixtures, and equipment. With the aid of this information and inspection by competent personnel, the Contractor shall become thoroughly familiar with the character, location, construction, layout, plan and operation of the Housing Center(s).

### F. Compliance with Governmental Orders

The Contractor shall take such action as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Housing Center(s), whether imposed by federal, state, county or municipal authority subject, however, to the limitation stated in Paragraph 3.D. of this Exhibit with respect to litigation and repairs. The Contractor shall take no action so long as the Department is contesting, or has affirmed its intention to contest, any such order or requirement. The Contractor shall notify the Department in writing of all notices of such orders or other requirements, within seventy-two (72) hours from the time of their receipt of such notices.

### G. Nondiscrimination

In the performance of its obligations under this Agreement, the Contractor shall comply with the provisions of any federal, state or local Fair Housing law prohibiting discrimination in housing on the grounds of race, color, religion, sex, familial status, national origin, or handicap. Other nondiscrimination provisions include Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 78 Stat. 241), Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as they relate to the RD multi-family housing program.

### H. Fidelity and Insurance Coverage

- 1) The Department shall inform the Contractor of insurance required for the Housing Center(s) and its operations. The Contractor shall obtain such insurance and maintain such insurance in effect at all times. Premiums shall be paid out of the General Operating Account, and treated as operating expenses. All insurance shall be placed with companies, on conditions, in amounts, and with beneficial interests appearing thereon as shall be acceptable to the Department and RD provided that the same shall include public liability coverage, with the Contractor designated as one of the insured, in amounts acceptable to the Contractor, the Department and RD. The Contractor shall investigate and furnish the Department with full reports on all accidents, claims, and potential claims for damage relating to the Housing Center(s), and shall cooperate with the Department's insurers in connection therewith.
- 2) The Contractor shall furnish, at its own expense, fidelity coverage to the Department, with copy to the RD Servicing Office on the employees of the Contractor who are entrusted with the receipt, custody, and disbursement of any Housing Center(s) monies, securities, or readily saleable property other than money or securities. The minimum coverage of forty thousand dollars (\$40,000) shall be provided. The Contractor shall obtain coverage from a company licensed

**EXHIBIT F**

to provide coverage in the project locality. Coverage shall be in force to coincide with the assumption of fiscal responsibility by the Contractor until that responsibility is relinquished.

- 3) Endorsement listing RD projects separate from other projects or operations shall be obtained and made part of the coverage policy or bond. The other terms and conditions of the coverage, and the surety thereon, shall be subject to the requirements and approval of the Department.

**I. Purchases and Contracts**

- 1) With prior approval of the Department and as allocated in the Budget, the Contractor shall obtain contracts, materials, supplies, utilities, and services on the most advantageous terms to the Housing Center(s), and the Contractor is authorized to solicit bids, either formal or informal, for those items which can be obtained from more than one source. The Contractor shall secure and credit to the Department all discounts, rebates, or commissions obtainable with respect to purchases, service contracts, and all other transactions on the Department's behalf.
- 2) The Contractor shall employ persons and/or services to perform duties and responsibilities at the Housing Center(s) site as described in the Management Plan. Compensation of such persons and/or services shall be paid as a direct expense to the Housing Center(s) as specified in the Management Plan and this Exhibit. The Contractor shall employ sufficient resources within the Contractor's operation to fulfill Contractor's obligation to the Department under the terms of this Exhibit.

**2. Management Plan**

- A. The Contractor shall advise and assist the Department in the preparation of the Management Plan for the Housing Center(s) specified in Paragraph 1.B. of this Exhibit.
- B. The Contractor shall be provided with the completed Management Plan prior to execution of this Agreement, which shall include the following:
  - 1) Policies and procedures to be followed in the management of the Housing Center(s);
  - 2) Identification of Contractor's duties and supervisory relationships for project site and office staff; and
  - 3) Pro rata division of singularly incurred operating expense common to the Contractor and the Department.

**EXHIBIT F**

- C. The Contractor shall periodically review the Management Plan and advise the Department of necessary or desirable changes.

**3. Budget**

- A. The Contractor shall prepare a proposed Operating Contract Budget for submission to the Department. For each subsequent fiscal year the Contractor shall prepare a new budget. Adjustments exceeding 10% of the proposed Operating Contract Budget require an amendment to this Agreement.
- B. The Department shall forward the proposed budget to RD using the formats and categories of RD Form 3560-7, "Multiple Family Housing Center(s) Budget".
- C. The Contractor shall operate and maintain the Housing Center(s) within reasonable tolerance of the expense category subtotals of the accepted budget as stated in Exhibit B-1, Year 1 and Exhibit B-2, Year 2 ("Budget") as defined by RD and the Department.
- D. Notwithstanding any other provisions of this Agreement, the Contractor shall obtain prior written approval from the Department for any expenditure of the Housing Center(s) which exceeds five thousand dollars (\$5,000) in any one instance for:
- 1) Litigation;
  - 2) Labor;
  - 3) Materials; or
  - 4) Other expenditure in connection with the maintenance and repair of the Housing Center(s).

This limitation is not applicable for recurring expenses within the limits of the Budget; or any emergency repairs which involve manifest danger to persons or property, or that are required to avoid suspension of any necessary service to the Housing Center(s). In the event that emergency repairs are necessary, the Contractor shall contact the Department as promptly as possible.

**4. Housing Center(s) Management**

The Contractor shall:

- A. Operate the Housing Center(s) according to the Management Plan and in compliance with the Department's loan agreement with RD, this Agreement, and any applicable RD and Department regulations and guidelines.

## EXHIBIT F

- B. Participate in any conference with RD and/or Department officials involving management of the Housing Center(s).
- C. Participate in the on-site final inspection of the Housing Center(s), required by RD prior to initial occupancy.
- D. Prepare Form RD 3560-7 as a quarterly report and Department Monthly Operating and Rent Collection Reports beginning at initial occupancy until no longer required by RD or the Department.
- E. Represent the Department in matters related to management of the Housing Center(s), including but not limited to the Department's interest at tenant grievance hearings.

### 5. Liaison with Architect and General Contractor

During the planning and construction phases, maintain direct liaison with the architect and general contractor, in order to:

- A. Coordinate management concerns with the design and construction of the Housing Center(s);
- B. Facilitate completion of any corrective work; and
- C. Facilitate the Contractor's responsibilities for arranging utilities and services pursuant to Paragraph 9.F. of this Exhibit.

The Contractor shall keep the Department advised of all significant matters of this nature.

### 6. Rentals and Leases

In accordance with the Management Plan and all other provisions of this Agreement, the Contractor agrees to:

- A. Market the rental housing units, observing all requirements of the Affirmative Fair Housing Marketing Plan, and maintain records of any marketing activity for compliance review purposes.
- B. Show the premises and available units to all prospective tenants without regard to race, color, national origin, sex, religion, familial status, handicap or age; and shall provide for reasonable accommodation to individuals with disabilities.
- C. Take and process all rental applications. If an application is rejected, inform the applicant of the reason for rejection in writing. The rejected application, with the written reason for rejection, shall be kept on file until a compliance review has been conducted. If the rejection is due to information obtained from a Credit Bureau, the source of the report must be revealed to the applicant according to the Fair Credit Reporting Act.

**EXHIBIT F**

- D. Follow tenant selection policy as stipulated in the Management Plan, and maintain a current list of prospective tenants.
- E. Prepare and execute all dwelling leases and parking permits in a form approved by and in compliance with the relevant provisions of RD, the Department and other State regulations, in its name, identified thereon as the Contractor for the Department.
- F. In no event, collect rent or other charges exceeding amounts specified by the Department for dwelling units, facilities and other services.
- G. Determine eligibility and prepare eligibility certifications in accordance with RD and Department requirements using reports furnished by the Department.
- H. Counsel all prospective tenants regarding eligibility, and when available, make referrals to local social service and community agencies in cases of financial hardship or other circumstances deemed appropriate by the Contractor.
- I. Ensure full compliance with the terms of the lease by each tenant and emphasize voluntary compliance.
- J. Avoid involuntary termination of tenancies to the maximum extent consistent with sound management of the Housing Center(s).
- K. Initiate actions, subject to the Management Plan, and RD and Department regulations, to terminate any tenancy when, in the Contractor's judgment there is material noncompliance with the lease or other good cause for such termination.
- L. In the case of termination, properly notify the tenant of his/her right to appeal the proposed action according to RD and Department regulations. Attorney's fees and other necessary costs incurred in connection with such actions shall have advance by the Department and be paid out of the General Operating Account within the itemized limit of the Budget.
- M. Represent the Department's interest at tenant grievance hearings.

**7. Reports**

- A. Upon request by the Department, RD or the Office of the Inspector General, the Contractor shall provide reports regarding the Housing Center(s)'s financial, physical or operational condition and occupancy.
- B. The Contractor shall assist the Department in initiating or completing all additional reporting forms and data prescribed by RD affecting the operation and maintenance of the Housing Center(s).

## EXHIBIT F

### 8. Financial Management

#### A. Rents and Other Receipts

The Contractor shall collect when due all rents, charges, and other amounts receivable on the Department's account in connection with the management and operation of the Housing Center(s). Such receipts shall be deposited immediately in the project's General Operating Account with First Northern Bank, whose deposits are insured by an agency of the Federal Government.

#### B. Security Deposits

The Contractor shall collect, deposit, and disburse security deposits, if required, in compliance with any Department regulations or State laws governing tenant security deposits. Security deposits shall be deposited in a separate account, at the Bank indicated above. This account shall be carried in the Department's name and designated of record as: "MMC Sec Dep Security Deposit Account." This account shall be regularly maintained by the Contractor.

#### C. Account Maintenance

The Contractor shall maintain and safeguard the Housing Center(s)'s General Operating Account and tenant's Security Deposit Account according to the current requirements set forth in Paragraph XIII.B.2 of Exhibit B of Subpart C of Part 1930, which is part of the "Multiple Housing Management Handbook."

#### D. Accounting System

The Contractor shall develop a systematic method to record the business transactions of the Housing Center(s) that appropriately reflects the complexity of Housing Center(s) operations and the Department's requirements. The Contractor may be required to implement and use bookkeeping and accounting systems acceptable to RD and the Department.

### 9. Housing Center Maintenance and Repair

The Contractor agrees to:

- A. Maintain and repair the Housing Center(s) in accordance with the Management Plan and local codes, and keep it in a condition acceptable to the Department and RD at all times. This shall include, but is not limited to cleaning, painting, decorating, plumbing, carpentry, grounds care, energy conservation measures and practices; and other such maintenance and repair work as may be necessary, subject to any limitations imposed by the Department in addition to those contained herein. Special attention shall be given to

## EXHIBIT F

preventive maintenance, and to the greatest extent feasible, the services of regular maintenance employees shall be used.

- B. Purchase all materials, equipment, tools, appliances, supplies, and services necessary for proper maintenance and repair of the Housing Center(s) as stipulated in the Management Plan, Budget, and/or other written documentation from the Department.
- C. Subject to the Department's prior written approval, contract with qualified independent contractors for the maintenance and repair of air-conditioning and heating systems, elevators, and for extraordinary repairs beyond the capability of regular maintenance employees. Any identity of interest shall be identified in accordance with Paragraph 1.C. of this Exhibit.
- D. Systematically receive and promptly investigate all service requests from tenants, take such action as may be justified, and maintain records of the same. Emergency requests shall be received and services provided on a twenty-four (24) hour basis. Serious complaints shall be reported to the Department after investigation.
- E. Advise the Department of any cost-effective and adaptable energy conservation measures or practices that should be used in the Housing Center(s). The Contractor shall encourage their use and shall assist the Department during any installation of these measures or institution of practices.
- F. In accordance with the Management Plan, make arrangements for utilities including water, electricity, gas, fuel oil, sewage and trash disposal, vermin extermination, decorating, laundry facilities, and telephone service.

### 10. **Taxes, Fees and Assessments**

The Contractor shall pay all taxes, assessments and government fees promptly when due and payable. The Contractor shall evaluate local property taxes to insure they bear a fair relationship to the Housing Center(s) value and if they do not, at the direction of the Department, appeal such taxes on behalf of the Department or assist the Department in the appeal, whichever is required by local jurisdiction or is appropriate.

### 11. **Contractor's Compensation**

The Contractor shall be compensated for its services for providing management described in this Agreement, and the Department's Management Plan, by monthly fees, to be paid from the General Operating Account and treated as a project operation and maintenance expense. Such fees shall be payable on the first day of each month for the preceding month.

### 12. **Term of Agreement**

This Exhibit shall be in effect for the period as stated in Exhibit A, Paragraph 3 of this Agreement, subject, however, to the following conditions:

**EXHIBIT F**

- A. This Agreement shall not be binding upon the Contractor and Department ("Principal Parties") until approved by RD.
- B. This Agreement may be terminated, only upon conclusion of the on-season period by the mutual consent of the Principal Parties, provided that at least thirty (30) days advance written notice thereof is given to either Principal Party and reasons for the termination are submitted to RD.
- C. In the event that a petition in bankruptcy is filed by or against either of the Principal Parties, or in the event that either makes an assignment for the benefit of creditors or takes advantage of any insolvency act, the other party may terminate this Agreement without notice to the other however, a prompt written notice outlining the basis for such termination is submitted to RD.
- D. It is expressly understood and agreed by and between the Principal Parties that the Department may terminate this Agreement with cause upon the issuance of a 30-day written notice of cancellation to the Contractor. It is further understood and agreed that no liability shall attach to either of the Principal Parties in the event of such termination, to the extent permitted by State law.
- E. Upon termination of this Agreement, the Contractor shall submit to the Department all Housing Center(s) books and records and any financial statements required by RD. After the Principal Parties have accounted to each other with respect to all matters outstanding as of the date of termination, the Department shall promptly reimburse the Contractor all sums due after deduction of any sums or damages due the Department, in form and principal amount satisfactory to the Contractor, against any obligations or liabilities which the Contractor may properly have incurred on behalf of the Department hereunder.

**13. Contractor's Indemnification**

Notwithstanding any provision of this Agreement, it is understood and agreed:

- A. The Department has assumed and shall maintain its responsibility and obligation throughout the term of this Exhibit for the finances and the financial stability of the Housing Center(s), to the extent that funds are appropriated to the Department by the legislature for this purpose; and
- B. The Contractor shall have no obligation, responsibility or liability to fund authorized project costs, expenses, or accounts other than those funds generated by the Housing Center(s) itself or provided to the Housing Center(s) or to Contractor by Department. In accordance with the foregoing, Department agrees that Contractor shall have the right at all times to secure payment of its compensation, as provided for under Paragraph 11 of this Exhibit, from the Operating and Maintenance Account, immediately when such compensation is due and without regard to other Housing Center(s) obligations or expenses provided the

## EXHIBIT F

Contractor has satisfactorily discharged all duties and responsibilities under this Agreement. Moreover, the Department, to the extent permitted by State law, hereby indemnifies Contractor and agrees to hold it harmless with respect to Housing Center(s) costs, expenses, accounts, liabilities and obligations during the term of this Exhibit and further agrees, to the extent permitted by State law, to guarantee to Contractor the payment of its compensation under Paragraph 11 of this Exhibit during the term of this Agreement to the extent that the Housing Center(s)'s Operating and Maintenance Account is insufficiently funded for this purpose. To the extent permitted by state law, intentional failure of the Department at any time to abide by and to fulfill the foregoing shall be a breach of this Agreement, entitling Contractor to obtain from Department, upon demand, and to the extent permitted by State law, full payment of all compensation owed to Contractor through the date of such breach and entitling Contractor, at its option, to terminate this Agreement forthwith.

### 14. Interpretive Provisions

- A. This Agreement and its Exhibits constitute the entire Agreement between the Department and the Contractor with respect to the management and operation of the Housing Center(s). No change shall be valid unless agreed upon by the Principal Parties, approved by RD and amended by the Department.
- B. This Exhibit has been executed in several counterparts, each of which shall constitute a complete original Exhibit, which may be introduced in evidence or used for any other purpose without production of any of the other counterparts.
- C. At all times, this Exhibit shall be subject and subordinate to all rights of RD, and shall work to the benefit of and constitute a binding obligation upon the Principal Parties and their respective successors and assigns. To the extent that this Exhibit confers rights upon the consenting parties, it shall be deemed to work to their benefit, but without liability to either, in the same manner and work with the same effect as though the consenting parties were primary parties to this Exhibit.

The Principal Parties (by their duly authorized officers) have executed this Management Agreement on the date first above written.

**EXHIBIT F**

**Department of Housing and Community  
Development**

**Yolo County Housing Authority**

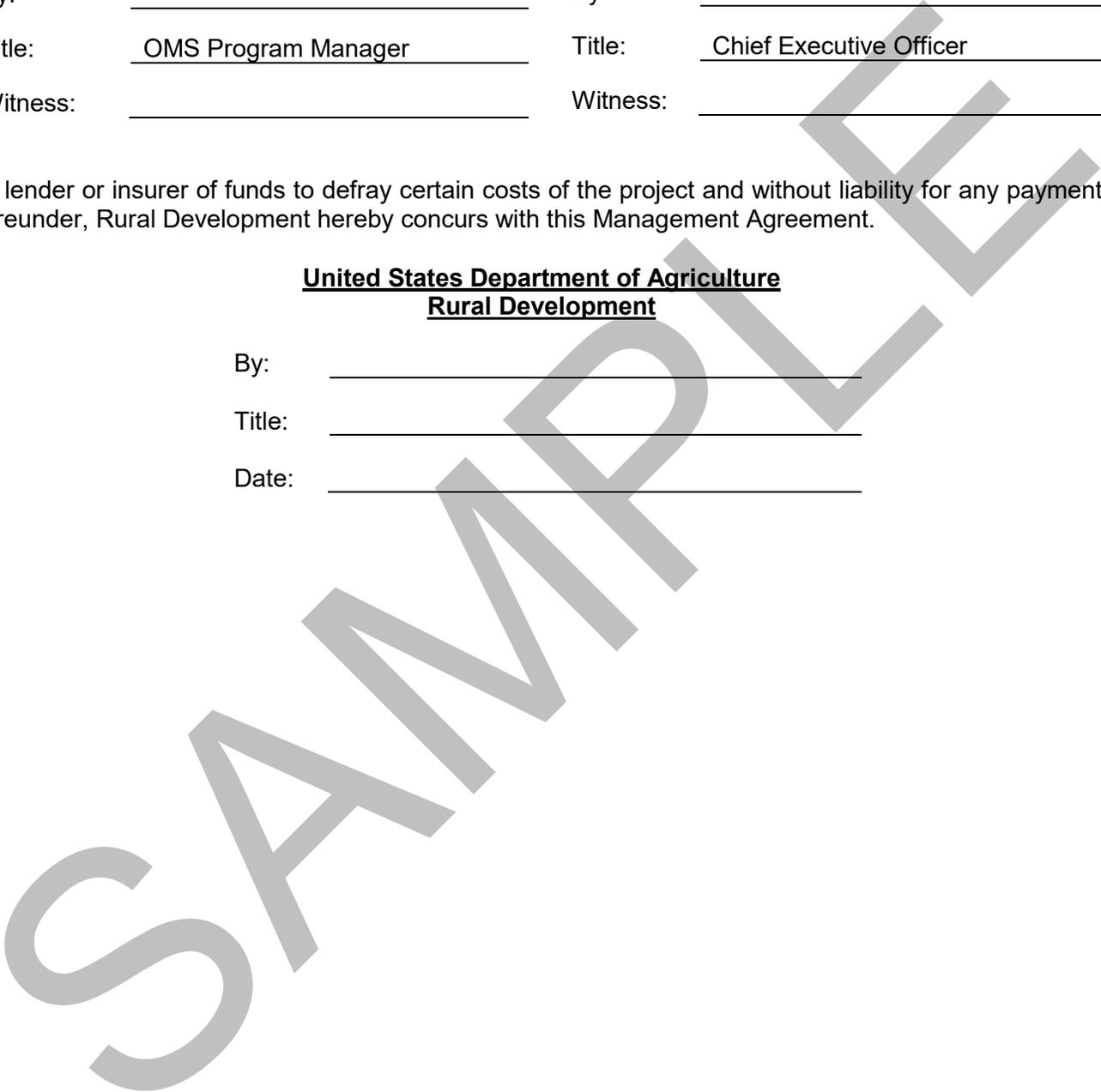
By: \_\_\_\_\_  
Title: OMS Program Manager  
Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Chief Executive Officer  
Witness: \_\_\_\_\_

As lender or insurer of funds to defray certain costs of the project and without liability for any payments hereunder, Rural Development hereby concurs with this Management Agreement.

**United States Department of Agriculture  
Rural Development**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER  
19-OMS-12695

PURCHASING AUTHORITY NUMBER (if applicable)

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

Yolo County Housing Authority

2. The term of this Agreement is:

## START DATE

Upon HCD Approval

## THROUGH END DATE

09/30/2021

3. The maximum amount of this Agreement is:

\$1,060,885.84

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	2
Exhibit A1	Legal Description	1
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit B-1	1 - Year One Operating Budget	2
Exhibit B-2	2 - Year Two Operating Budget	2
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	OMS Terms and Conditions	8
Exhibit E	Special Terms and Conditions: Rural Development (RD) Management Agreement	3
Exhibit F	Special Terms and Conditions: Fiscal Year Start Up Request	11
TOTAL NUMBER OF PAGES ATTACHED		33 pages

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/Resource>

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.)

Yolo County Housing Authority

CONTRACTOR BUSINESS ADDRESS

147 West Main Street

CITY

Woodland

STATE

CA

ZIP

95695

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**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

Synthia Rhinehart

TITLE

Contracts Manager,  
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

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

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**1. Authority and Purpose**

Pursuant to Chapter 8.5 (commencing with Section 50710) of Part 2, Division 31, of the Health and Safety Code ("Statutes"), the Department of Housing and Community Development ("Department") is responsible for the administration of a program in order to provide housing and housing-related services for migratory workers and their families in California and may contract with housing authorities and other appropriate local, public and private non-profit agencies for the purpose of securing or obtaining such housing and other related services.

In accordance with the Statutes and the Office of Migrant Services (OMS) Program Regulations set forth in California Code of Regulations ("CCR") Title 25, Division 1, Chapter 7, Subchapter 7, commencing with Section 7600 ("Program Regulations"), the Department shall provide housing units and related facilities at the location set forth in Exhibit A-1 of this Agreement ("Housing Center(s)"). These housing units and related facilities shall at all times remain legally severable from the real property on which they are placed, and the title of these units shall be in the name of the Department. Upon termination of this Agreement, the Department shall have the right to remove these housing units and related facilities without reimbursement to the Contractor.

The Contractor agrees to comply with the terms and conditions of this Agreement, and all Exhibits hereto.

**2. Scope of Work**

- A. The Contractor shall permit occupancy of the Housing Center(s) for migratory workers and their families in accordance with the Program Regulations and provide operations services ("Work") which are further described as all administrative, fiscal and management services; employment of staff; and purchasing, rental or use of supplies and materials as needed to operate, maintain, rehabilitate and protect the Housing Center pursuant to the terms and conditions of this Agreement. The Department reserves the right to review and approve all Work performed by the Contractor in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department. Any approval shall not be presumed unless such approval is made by the Department in writing.
- B. The Work shall generally consist of operations, maintenance and oversight of Department-approved rehabilitation of the Housing Center(s).
- C. The commonly accepted name and street address of the Housing Center(s) is

**EXHIBIT A**

Davis Migrant Center  
31150 County Road 105  
Dixon, CA 95620

**3. Term**

All activities set forth in this Agreement and program funds allocated pursuant to Exhibit B-1 must be expended by June 30, 2020. All activities set forth in this Agreement and program funds allocated pursuant to Exhibit B-2 must be expended by June 30, 2021. Any costs incurred after June 30, 2021 are not eligible for reimbursement. This agreement expires on September 30, 2021.

**4. Department Contract Coordinator**

The coordinator of this Agreement for the Department is the Manager of the OMS Program, Division of Financial Assistance, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement must be mailed by first class mail to the Department Coordinator at the following address:

OMS Program Manager  
Department of Housing and Community Development  
Division of Financial Assistance  
Post Office Box 952054  
Sacramento, CA 94252-2054

**5. Contractor Contract Coordinator**

The Contractor's Contract Coordinator for this Agreement is listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the contact at the following address:

Yolo County Housing Authority  
Lisa Baker  
147 West Main Street  
Woodland, CA 95695  
lbaker@ych.ca.gov

**EXHIBIT A-1****LEGAL DESCRIPTION**

That certain parcel of land being a portion of the Northeast one-quarter (1/4) of Section 6, T. 7 N., R. 3 E., M.D.B. & M., Yolo County, California, as said parcel is shown on that Record of Survey filed in Book 10 of Maps and Surveys at Page 24 in the Office of the Recorder of the County of Yolo more fully described as follows:

Beginning at the Northeast corner of said Section 6; said corner also being at the centerline of County Road No. 36 (60 feet wide) and County Road No. 105 (60 feet wide); Thence Southerly along the East line of said Section 6, said line also being the center line of said County Road No. 105, South 07° 02' 13" East 1348.94 feet; thence Westerly along a line parallel with the North line of said Section 6, North 89° 20'53" West 530.27 feet; thence Northerly along a line parallel with the East line of said Section 6 North 07° 02' 13" West 1318.94 feet to the North line of said Section 6; thence Easterly along said North line, said line also being the centerline of said County Road 36, South 89° 20' 53" East 630.27 feet to the point of beginning.

Containing 16.273 acres gross and 15.000 acres excluding the area lying within roads.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Agreement Amount**

- A. For the purposes of performing the Work, the Department agrees to provide the amount of \$532,881.31 for fiscal year 2019/20 and \$528,004.53 for fiscal year 2020/21, not to exceed \$1,060,885.84 (total for *two-years funding pursuant to this biannual contract*). At the sole discretion of the Department, this amount may be adjusted per annum in accordance with the grant allocation provided by the State of California to the Department, which may require an amendment to this Agreement.
- B. Unless amended, the Department is not liable for any costs for the Work in excess of the amount of this Agreement, nor for any unauthorized or ineligible costs.
- C. Funds provided under this Agreement are provided in the form of a grant only for the approved purposes and itemized amounts as stated in Exhibit B-1 Year One Operating Contract Budget and Exhibit B-2 Year Two Operating Contract Budget (“Budgets”) attached hereto and incorporated herein.
- D. Upon Year 2 of this Agreement’s term, Exhibit B-2 may be modified to adjust line item amounts in accordance with the Contractor’s Year 2 allocation, as granted by the State of California to the Department.
- E. Any adjustments to the Year 1 or Year 2 Budget require prior written approval of the Department, and may require written justification from the Contractor and an amendment to this Agreement.

**2. Disbursement of Funds**

- A. Upon receipt of a certified resolution, determined to be legally sufficient by the Department, and the execution of this Agreement, the Department agrees to disburse to the Contractor funds not to exceed the total amount stated in Paragraph 1.A of this Exhibit.
- B. The Department shall disburse requested funds for Work performed on behalf of or by the Contractor (and actions that are to be performed and documented by the Contractor pursuant to statute, regulation, contract, or schedule) and where accordingly such Work has been documented by the Contractor, or for equivalent services that have been rendered and documented by the Contractor.
- C. The Department further agrees to disburse said funds only for the approved purposes and itemized amounts as described in the Budgets.

**EXHIBIT B**

- D. The Department shall reimburse the Contractor monthly in arrears for the Contractor's actual and necessary expenses in accordance with the Budget and upon receipt of a Request for Reimbursement. Requests for Reimbursement may be mailed to the Department or submitted via email to [OMSProgram@hcd.ca.gov](mailto:OMSProgram@hcd.ca.gov).
- E. The Contractor shall provide the Department with a monthly Request for Reimbursement no later than fifty (50) days after the end of each reporting month. The Request for Reimbursement must include adequate source documentation evidencing funds were spent consistent with the terms of this Agreement. Adequate source documentation can be a combination of any of the following: signed timesheets, payroll reports, general ledgers that originate outside of the Contractor's sole control (i.e. through an Accounting Branch/Unit), the summary page of utility bills, bank statements, receipts, or any other relevant documentation, as requested by the Department and subject to clarification.
- F. The Department cannot commence processing payment until it has received the adequate source documentation, therefore the Department will withhold reimbursement until all required documentation is received and verified. The Department will withhold payment for disputed items, but all non-contested items will be processed for invoicing and repayment to the Contractor.
- G. Upon expiration of this Agreement, funds provided through this Agreement which are in excess of actual and necessary expenses may be disbursed and deposited into an OMS reserve account established and funded pursuant to Health and Safety Code Section 50710.1(b). Prior to said approval, the Department must certify that there is no need to address reasonable general maintenance requirements or repairs, rehabilitation, and replacement needs of the requesting Housing Center(s) which affect the immediate health and safety of residents. Pursuant to applicable law, the cumulative balance of the reserve account may not exceed 10 percent of the operating funds annually committed to the Contractor by the Department, unless specifically authorized by the Department. The Department has ultimate discretion as to whether said funds will be disencumbered or preserved within the OMS reserve account.
- H. Funds in the reserve account must be used only for capital improvements such as replacing or repairing structural elements, furniture, fixtures, or equipment of the Housing Center(s), the replacement or repair of which are reasonably required to preserve the Housing Center. Withdrawals from the reserve account may only be made upon receipt of written approval from the Department. Withdrawal requests must detail the amount and nature of expenditures and include the most recent bank statement from the reserve account. Withdrawals or expenditures made without prior Department approval are not authorized.
- I. The statutory reserve account referenced above in paragraph 2(G) and 2(H), the general operations account, the CARE account, the account which holds the tenant security deposits, and any other reserve accounts that the contractor may

## EXHIBIT B

hold with Departmental must be maintained separately from one another.

- J. If the Contractor is in violation of any provision of this Agreement, the Department may, at its sole discretion, withhold payment of funds under this Agreement until such violations are corrected.
- K. The expenditure period for FY 2019-2020 ends on June 30, 2020, the expenditure period for FY 2020-2021 ends on June 30, 2021. All Requests for Reimbursement shall be submitted to the Department by August 31, 2021. The Department will not process Requests for Reimbursement submitted to the Department after August 31, 2021.

### 3. Advances

- A. Upon the effective date of this Agreement, the Contractor may, upon written request, obtain an advance of funds in an amount not to exceed twenty percent (20%) of the total Agreement amount, which reflects the annual operating costs of the Housing Center(s). The annual operating costs *does not include* the amount of funds allocated for Minor Rehabilitation as specified in line item 304 of the Budget, as stated in paragraph 1. A and 4. A, to request an advance of funds the Contractor cannot have an outstanding advance balances from the prior contract period, as further specified below.
- B. Advance balances will be deemed outstanding if Contractors have not, within 60 days of the end of the prior fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>): submitted acceptable invoices to cover the advances or; deposited remaining funds to the reserves (with Department approval). Failure to submit acceptable invoices or deposit remaining funds to the reserves will result in the return of any remaining funds to the Department.
- C. Advanced funds must be recaptured during the final three months of invoices. If the Contractor has an outstanding advance balance at the end of the fiscal year, the Department is not required to provide an advance in the subsequent fiscal year.

### 4. Line Item Changes

The Contractor may, upon prior written approval by the Department, transfer any approved allocations or portions thereof, to other cost categories listed in the Budget for that fiscal year. In no event shall the total amount of this Agreement be exceeded without prior execution of a formal amendment to this Agreement.

### 5. Special Funding Conditions

- A. Funds allocated for Minor Rehabilitation as specified in line item 304 of the Budget shall be subject to the following provisions:

## EXHIBIT B

- 1) Funds may be spent only for the items and activities, in the maximum amounts specified, and according to the priority expressed in Item G of the Budget.
  - 2) Notwithstanding Paragraph 4 of this Exhibit, these funds shall not be subject to transfer to other cost categories.
  - 3) All reimbursements shall be in arrears and shall require submission of invoices and related supporting documentation in a manner directed by the Department.
  - 4) Any funds not expended upon the expiration of this Agreement shall be automatically disencumbered on that date and shall not be available for additional expenditures or reimbursements except as provided in Health and Safety Code Section 50710.1(b) and as further specified in paragraph 2(G)-(H).
- B. Funds allocated in Item B, line 209 "Major Equipment Repair/Maintenance" of the Budget shall be spent only for the items, and in the maximum amounts, specified in Item F of the Budget.
- C. Funds allocated in Item B, line 401 "Administrative Support Services" of the Budget shall be calculated as 10% of the total Budget per year and shall be spent on administrative costs incurred by the Contractor to administer the OMS program.

### 6. Availability of Funds

The obligations under this Agreement are hereby made expressly contingent upon the availability of projected rental income and other funds for the purposes of performing the services identified in this Agreement. It is understood that this Agreement may have been written prior to the beginning of the fiscal year in order to expedite contract processing. However, should adequate funds not be appropriated by the Legislature for the current fiscal year or should other funds be reduced as a result of a court order or any other incident deemed legally binding by the Department, the Department may exercise its option to cancel this Agreement. Additionally, the Department, in its sole discretion, may opt to reduce the on-season period, unless the Department and the Contractor either amend this Agreement or mutually agree to budget reductions and a rescission of a portion of the encumbered funds as a means to mitigate the lack of funds.

**EXHIBIT B-1**  
**YEAR ONE OPERATING CONTRACT BUDGET**  
THIS IS NOT AN INVOICE

Contract No. 19-OMS-12695 (RD), Davis			
Term: July 1, 2019 - June 30, 2020			
		CONTRACTOR FUNDS	STATE FUNDS
<b>A.</b>	<b>CENTER PERSONNEL</b>		
	101 Permanent Salaries/Wages	\$	\$ 83,307.74
	102 Temporary Salaries/Wages		
	103 Personnel Benefits		97,000.38
	<b>SUBTOTAL</b>	<b>\$ 0.00</b>	<b>\$ 180,308.12</b>
<b>B.</b>	<b>OPERATING EXPENSES</b>		
	201 Center Office Supplies	\$	\$ 1,600.00
	202 Household Supplies		0.00
	203 Communications		2,250.00
	204 Travel		1,500.00
	205 Auto Repairs/Maintenance		2,000.00
	206 Gas/Oil		3,500.00
	207 Minor Equipment Repair/Maintenance		2,000.00
	208 Purchases Under \$150		0.00
	209 Major Equipment Repair/Maintenance	25,500.00	
	211 Equipment Rental		0.00
	212 Electricity and Gas		40,000.00
	213 Garbage, Trash		11,000.00
	214 Sewer, Water		52,317.00
	215 Other Costs		7,500.00
	217 Property and Liability Insurance		16,500.00
	218 Other Insurance		30,750.00
	219 Advertising		
	<b>SUBTOTAL</b>	<b>\$ 25,500.00</b>	<b>\$ 170,917.00</b>
<b>C.</b>	<b>MAINTENANCE EXPENSES</b>		
	301 Electrical/Plumbing/Paint/Solar Supplies	\$	\$ 9,600.00
	302 Lumber and Materials		7,700.00
	303 Grounds Maintenance		2,000.00
	304 Minor Rehabilitation	23,267.76	
	<b>SUBTOTAL</b>	<b>\$ 23,267.76</b>	<b>\$ 19,300.00</b>
<b>D.</b>	<b>CONTRACTOR ADMINISTRATION</b>		
	401 Administrative Support Services	\$	\$ 52,877.19
	402 Travel		200.00
	403 Audit		1,500.00
	<b>SUBTOTAL</b>	<b>\$ 0.00</b>	<b>\$ 54,577.19</b>
<b>E.</b>	<b>DEBT SERVICE &amp; REPLACEMENT</b>		
	501 Reserves	\$	\$ 48,000.00
	502 Payment		59,779.00
	<b>SUBTOTAL</b>	<b>\$ 0.00</b>	<b>\$ 107,779.00</b>
	<b>TOTAL</b>	<b>\$ 48,767.76</b>	<b>\$ 532,881.31</b>

OMS – Rural Development  
2019 – 2021 Operations Agreement  
Approved Date: 7/22/2019  
Prep. Date: 7/24/2019



**EXHIBIT B-2**  
**YEAR TWO OPERATING CONTRACT BUDGET**  
 THIS IS NOT AN INVOICE

Contract No. 19-OMS-12695 (RD), Davis				
Term: July 1, 2020 - June 30, 2021				
			<b>CONTRACTOR FUNDS</b>	<b>STATE FUNDS</b>
<b>A.</b>	<b>CENTER PERSONNEL</b>			
101	Permanent Salaries/Wages	\$		\$ 83,307.74
102	Temporary Salaries/Wages			0.00
103	Personnel Benefits			97,000.38
	<b>SUBTOTAL</b>	<b>\$</b>	<b>0.00</b>	<b>\$ 180,308.12</b>
<b>B.</b>	<b>OPERATING EXPENSES</b>			
201	Center Office Supplies	\$		\$ 1,600.00
202	Household Supplies			0.00
203	Communications			2,250.00
204	Travel			1,500.00
205	Auto Repairs/Maintenance			2,000.00
206	Gas/Oil			3,500.00
207	Minor Equipment Repair/Maintenance			2,000.00
208	Purchases Under \$150			0.00
209	Major Equipment Repair/Maintenance			0.00
211	Equipment Rental			0.00
212	Electricity and Gas			40,000.00
213	Garbage, Trash			11,000.00
214	Sewer, Water			52,317.00
215	Other Costs			7,500.00
217	Property and Liability Insurance			16,500.00
218	Other Insurance			30,750.00
219	Advertising			
	<b>SUBTOTAL</b>	<b>\$</b>	<b>0.00</b>	<b>\$ 170,917.00</b>
<b>C.</b>	<b>MAINTENANCE EXPENSES</b>			
301	Electrical/Plumbing/Paint/Solar Supplies	\$		\$ 9,600.00
302	Lumber and Materials			7,700.00
303	Grounds Maintenance			2,000.00
304	Minor Rehabilitation			0.00
	<b>SUBTOTAL</b>	<b>\$</b>	<b>0.00</b>	<b>\$ 19,300.00</b>
<b>D.</b>	<b>CONTRACTOR ADMINISTRATION</b>			
401	Administrative Support Services	\$		\$ 48,000.41
402	Travel			200.00
403	Audit			1,500.00
	<b>SUBTOTAL</b>	<b>\$</b>	<b>0.00</b>	<b>\$ 49,700.41</b>
<b>E.</b>	<b>DEBT SERVICE &amp; REPLACEMENT</b>			
501	Reserves	\$		\$ 48,000.00
502	Payment			59,779.00
	<b>SUBTOTAL</b>	<b>\$</b>	<b>0.00</b>	<b>\$ 107,779.00</b>
	<b>TOTAL</b>	<b>\$</b>	<b>0.00</b>	<b>\$ 528,004.53</b>

OMS – Rural Development  
 2019 – 2021 Operations Agreement  
 Approved Date: 7/22/2019  
 Prep. Date: 7/24/2019



## EXHIBIT D

### OMS TERMS AND CONDITIONS

#### 1. Seasonal Operations

- A. The Department shall designate a period of one hundred eighty (180) days each calendar year, unless otherwise extended or reduced by written agreement between the Department and the Contractor, during which the Migrant Center(s) must be open to migratory agricultural workers and their households for occupancy, which period will be referred to as the "on-season." The remaining period of time during each calendar year will be referred to as the "off-season."
- B. During the on-season:
- 1) All common facilities of the Migrant Center(s) subject to this Agreement, other than the housing units, must be available, as required by the Department, for the purpose of childcare services, health care services, educational programs, and other services approved by the Department and the Contractor for the benefit of resident migratory agricultural workers and their households.
  - 2) With reasonable discretion, residents of the Migrant Center(s), after prior notice to the Contractor, must be permitted to use the common facilities of the Migrant Center(s) at any time such facilities are not required for use of programs scheduled by the Department or the Contractor, such as childcare programs, health programs, or educational programs.
- C. During the off-season, the Migrant Center(s) must be available for such other use and subject to such other conditions as mutually agreed upon in writing by the Department and the Contractor, which must not be inconsistent or incompatible with the purposes of this Agreement.
- D. Migrant Center operations and alternative uses must not overlap, and Migrant Center operations must take precedence.

#### 2. Financial Management

##### A. Rents and Other Receipts

Pursuant to applicable law, the Contractor shall collect when due all rents, charges, and other amounts receivable on the Department's account in connection with the management and operation of the Migrant Center(s), in accordance with rates established by the Department. Such receipts collected under this provision must not be used for the operations or maintenance of the Migrant Center(s). Pursuant to Government Code §11259, all revenue must be remitted by the Contractor to the Department via check, along with a copy of the corresponding Monthly Rental Income Report, no later than fifty (50) days after the end of each month, to the following address:

## EXHIBIT D

California Department of Housing and Community Development  
Attention: Accounting Branch  
2020 W. El Camino Avenue, Suite 300  
Sacramento, CA 95833

### B. Security Deposits

The Contractor shall collect, deposit, and disburse security deposits, if required, in compliance with any Department regulations or State laws governing tenant security deposits. Security deposits must be deposited into a separate account from the general operating account, reserve account, and CARE account. This account must be regularly maintained by the Contractor.

### C. Account Maintenance

The Contractor shall maintain and safeguard all bank accounts associated with the Migrant Center(s) in a way necessary to conduct their operations successfully and from which they may accurately report operational results for review, and otherwise comply with the terms of this agreement. The Contractor shall provide the Department with statements from all bank accounts associated with Migrant Center operations at least once annually at the beginning of each fiscal year, and upon request from the Department. Statements may be sent electronically to [OMSProgram@hcd.ca.gov](mailto:OMSProgram@hcd.ca.gov).

### D. Accounting System

The Contractor shall develop a systematic method to record the business transactions of the Migrant Center(s) that appropriately reflects the complexity of Migrant Center(s) operations and the Department's requirements to be consistent with Exhibit B, Section 2(E). The Contractor may be required to implement and use bookkeeping and accounting systems acceptable to the Department.

## 3. **Occupancy and Eviction**

The Contractor shall terminate occupancy of a housing unit by any individual pursuant to the reasons and procedures pursuant to Program Regulations. Whenever possible, prior to eviction of any person pursuant to Program Regulations, the Contractor shall use its best efforts to correct the problem with the Resident or through the Resident Council. All proceedings with regard to this paragraph must be consistent with the Program Regulations.

## 4. **Maintenance**

## EXHIBIT D

The Contractor shall maintain the Migrant Center(s) at all times in a safe and sanitary condition and in accordance with standards prescribed by State law, local ordinances, and the Department through this Agreement.

### 5. Acquisitions and Property

If property costing less than one hundred fifty dollars (\$150.00) per item is properly acquired with Agreement funds and is expected at the time of acquisition to be used indefinitely for the purpose for which it was purchased, title to such property must vest with the Contractor at the time of acquisition. If property acquired with Agreement funds has a cost of \$150.00 or more per item or is not expected at the time of acquisition to be used indefinitely for the purpose for which it was acquired, title to such property must vest with the Department. If property purchased under this Agreement is diverted to uses inconsistent with the purposes of this Agreement, the Contractor shall be liable for the replacement value of such property. If property with a unit price of \$5,000 or more is acquired or disposed of, the Contractor shall notify the Department within thirty (30) days of that acquisition or disposal so that the Department may properly account for acquisition or disposal of said property.

### 6. Termination of Agreement

- A. The Contractor may terminate this Agreement prior to the expiration date of this Agreement without cause, only upon conclusion of the on-season period and upon providing thirty (30) days prior written notice to the Department. This Agreement may be terminated by the Department at any time, upon thirty (30) days prior written notice to the Contractor.
- B. In the event that the Contractor terminates this Agreement, the Contractor shall provide the Department or the Department's designee with an option to assume responsibility for the continued operation of the Migrant Center(s), under the same terms and conditions contained in this Agreement, until another mutually agreeable location for the housing units and related facilities can be found and the housing units and related facilities are relocated to that site. The Department shall have one year from the date of exercise of said option to complete this operation and/or relocation.

### 7. Reporting Requirements

- A. Pursuant to Health and Safety Code Section 50717, the Contractor must provide the Department with a report or multiple reports that contains the data specified below about the agricultural workers that reside at the Migrant Center(s) during the most recently concluded contract period. The purpose of gathering the data is to determine the needs of the residents served at the Housing Center(s) and how to better serve those needs. *The report shall be in an aggregate and anonymous format without any individual identifiable information.*

## EXHIBIT D

The report shall include the following information:

- a. The number of units rented to migratory and non-migratory households;
- b. Where the migratory agricultural workers are migrating from;
- c. Household incomes;
- d. Race or ethnicity of members of each household;
- e. Genders of members of each household;
- f. The number of school-aged children, including the number of participants on the Migrant Education Programs and the number of residents enrolled in K-12 programs;
- g. Information regarding the intended schooling for the children once the migrant center closes;
- h. Where members of the household reside when not in the migrant center, and whether they own or rent;
- i. If members of the household are elderly or disabled;
- j. If the Migrant Center(s) has an approved proposal allowing for an exemption for immediate family members of the agricultural worker to reside within a 50-mile radius of the Migrant Center during the off-season, the number and percentage of units allocated to non-migrant agricultural workers, and the number of children enrolled in the local school district, grades K-12 shall also be provided; and
- k. Any additional information requested by the Department

B. The Contractor shall notify the Department and provide a copy of any ordinances or notices to comply received from any regulatory body, including utility providers serving the Housing Centers, which will affect the operation of the Housing Centers, within five (5) days of receipt. Failure to provide said ordinances or notices will constitute a breach of this Agreement, and Contractor may be liable for any penalties the Department may receive as a consequence of failure to adequately provide it timely notice.

C. The Contractor shall provide the Department with an annual financial audit for each fiscal year, due no later than nine (9) months after the end of each fiscal year, in accordance with generally accepted government auditing standards (GAGAS) and the requirements of the federal OMB Circular A-133.

### 8. Inspections

At all reasonable times during the term of this Agreement, and upon prior notice to the Contractor, representatives of the Department shall have access to the Contractor's premises for the purpose of ensuring compliance with this Agreement.

### 9. Contractors and Subcontractors

The Contractor shall not enter into any agreement with any subcontractor, for five thousand dollars (\$5,000.00) or more, without the prior written approval from the Department. Such

## EXHIBIT D

approval must not be unreasonably withheld by the Department. A subcontractor is not eligible to receive funds if they are not licensed by the appropriate regulatory body, not in good standing with the State of California, or is in any other way determined to be ineligible by the Department at its sole and reasonable discretion. Any agreement between the Contractor and subcontractors shall include all relevant terms and conditions of this Agreement and its attachments. In the event the Contractor purchases materials, services or subcontracts performance of this Agreement, the Contractor shall adopt the following procedures which must be implemented in a manner consistent with State law:

- A. The Contractor shall invite bids for subcontracts, services and/or materials from as many prospective bidders as practical, and receive no fewer than three (3). Any deviations from this process must be pre-approved by OMS prior to entering an agreement with a subcontractor.
- B. The Contractor shall award a rehabilitation or construction contract and/or any service or purchase agreement to the lowest responsible bidder or reject all bids; provided, however, that no awards must be made without prior written approval of the State.
- C. The Contractor shall award no subcontract, service contract and/or purchase agreement if the lowest responsible bid exceeds that amount allocated to the corresponding budget item in Exhibit B (unless modified in writing as permitted under this Agreement).
- D. The Contractor shall maintain and make available to the State detailed records and accounts of all subcontracts, purchases of materials and/or services made under the above procedure.

### 10. **Waiver**

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded pursuant to this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. 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 any of the provisions contained herein, 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 such provisions.

### 11. **Force Majeure**

Neither the Department nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including, without being limited to: acts of God or the public enemy; interference, rulings or decisions by municipal, federal, state, or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, state, federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other

## EXHIBIT D

causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume operations under this Agreement.

### 12. Licenses and Permits

The Contractor shall procure or cause to be procured all permits and licenses necessary to accomplish the Work set forth in this Agreement, and give all notices necessary and incident to the lawful performance of the Work. The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and comply with all prevailing federal, state, and local laws, rules and regulations made pursuant to those federal, state, and local laws, which in any way affect the conduct and performance of the Work set forth in this Agreement.

### 13. 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.
- C. The Department, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the Department or its officers or employees for which the Contractor must provide indemnification under this Agreement. To the extent permitted by law, the Department shall authorize the Contractor or its insurer to defend such claims, suits or actions and shall provide it or its insurer, at the Contractor's expense, information and assistance both necessary and available for such defense. The failure of the Department to give such notice, information, authorization or assistance, shall not relieve the Contractor of its indemnification obligations.

### 14. Disputes

Except as otherwise provided in this Agreement, any dispute arising under or relating to the performance of this Agreement shall be reviewed and decided solely by the Department OMS Program Manager. The Manager's decision shall be provided to the Contractor in writing. The decision of the Program Manager shall be final and conclusive unless within thirty (30) days from

## EXHIBIT D

the date of receipt of such a copy, the Contractor transmits to the Department a written appeal. Pending the final decision by the Director of the Department or Designee, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the written decision of the Program Manager, which is the subject of the Contractor's appeal.

### 15. Audit/Retention and Inspection of Records

The Contractor agrees that the Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide the Department or its delegatee with all relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees 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 Public Contract Code ("PCC") § 10115, et seq., Government Code ("GC") § 8546.7 and 2 CCR §1896.60 et seq. The Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

The Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

### 16. Insurance

- A. The Contractor shall carry, maintain, and enforce general liability and property insurance in the amounts not less than \$1,000,000.00 per occurrence. Fire insurance must be in an amount to adequately protect the interests of the contractor and the State of California and its officers and employees. All liability coverage must name the State of California as Additional Insured. All property coverage must name the State of California as Loss Payee with a maximum \$25,000.00 deductible per occurrence. For additional information on the Department's Insurance Guidelines, please refer to our website at [http://www.hcd.ca.gov/grants-funding/already-have-funding/docs/Insurance\\_Guidelines.pdf](http://www.hcd.ca.gov/grants-funding/already-have-funding/docs/Insurance_Guidelines.pdf).
- B. The Contractor shall provide the Department with a current copy of the Certificate of Coverage upon every premium renewal.
- C. The Contractor shall pay premiums out of the General Operating Account and premiums will be treated as an operating expense.
- D. The Contractor shall investigate and furnish the owner with full reports on all accidents, claims, and potential claims for damage relating to the Project. The Contractor will cooperate with the owner's insurers in connection therewith.

**EXHIBIT D**

**17. Prevailing Wage**

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure compliance with the requirements of the Labor Code commencing with Section 1720 (which pertains to the payment of prevailing wages and administered by the California Department of Industrial Relations).
- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work must be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Contractor and a licensed building contractor, Contractor shall serve as the "awarding body" as that term is defined in the Labor Code. Where Contractor will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." The construction contract and any amendments thereto shall be subject to the prior written approval of the Department. Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.
- C. Notwithstanding any other provisions of this Agreement, after seeking appropriate recourse as set forth in the Section above, any controversial claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et seq., and judgment or award rendered by the arbitration may be entered in any court having jurisdiction thereof.

**EXHIBIT E**

**SPECIAL TERMS AND CONDITIONS:**  
**MANAGEMENT PLAN**

**1. Personnel Policy and Staffing Arrangements**

- A. Identify each position in the Contractor's Organization that is involved in the day-to-operations and maintenance of the property described in Exhibit A.
- B. Describe the fundamental responsibilities and duties of each position identified in section 1.A. above, including the lines of authority and accountability within the Contractor's organization.
  - 1) Identify responsible person residing upon the premises and shall have charge of every unit.
  - 2) Identify the position responsible for determining tenant eligibility and for drafting the waiting list.
  - 3) Identify the position responsible for knowing and administering State and local laws and OMS regulations regarding termination of leases and evictions.
- C. Describe hiring practices of Contractor's Organization.
- D. Describe the standards and plans for training employees on their job-related responsibilities and applicable OMS program statute and regulations. Describe how such training will be achieved.

**2. Center Occupancy, Tenants and Eligibility**

- A. Describe how the units will be advertised. Indicate minimum levels planned regardless of occupancy.
- B. Describe the methods that will be used to achieve and maintain the highest possible level of occupancy.
- C. Describe the methods that will be used to communicate with applicants, tenants and members of the public regarding center policies and OMS regulations.
- D. Describe any orientation services to be provided to tenants to acquaint them with the center and care of units. Indicate what printed information will be given to applicants.
- E. Describe any plans for a Resident Council and how the Contractor will work with the Council.

**EXHIBIT E**

- F. Describe the specific documentation that will be acceptable to determine an applicant's eligibility.
- G. Describe the specific criteria that will be utilized for evaluating an individual applicant's prior conduct.
- H. Describe where the Tenant Grievance and Appeals Procedure will be posted at the Center and otherwise made available to the tenants. Identify which staff position will be responsible for responses to and consideration of a tenant grievance.

**3. Rent and Other Income Collection Policies and Records Keeping**

- A. Describe the rent and other income collection policy and procedure, covering such matters as where the collection point is, when the collection is made, which staff position handles the collection, provisions for handling collection after normal business hours, recording and safeguarding collections.
- B. Describe the security deposit policy and procedure, covering such matters as where the collection point is, when the collection is made, which staff position handles the collection, provisions for handling collection after normal business hours, recording and safeguarding collections.
- C. Describe the type of accounting method (cash or accrual) and financial records that will be used, how will they be maintained, and which staff position will prepare and maintain them.
- D. Describe how applications and other records relevant to tenants and eligibility will be maintained, and which staff position will prepare and maintain them.
- E. Describe how rental and other income is reported and remitted to the Department, and which staff position will prepare and process them.

**4. Plans and Procedures for Effective Center Maintenance and Repair**

- A. Describe the general plan for preventative maintenance.
- B. Describe the general maintenance procedures and schedules or cycles.
- C. Describe the policy and procedure for tenants to prepare and submit maintenance requests.
- D. Describe the general timing for handling purchase orders and payments.
- E. Describe the policy for budgeting for and/or requesting use of reserves for funding major maintenance or replacement items.

**EXHIBIT E**

- F. Describe where the center's as-built plans and specifications will be located and identify the staff position responsible for updating it as modifications occur.
- G. Describe the plan to inform and encourage tenants in use of energy and water conservation practices.
- H. Describe the plan to utilize energy and water conservation practices in the common areas of the center.

**5. Plans and Procedures for Supplemental Services**

- A. Describe the types of supplemental services such as laundry and vending machines that will be provided to benefit tenants.
- B. Describe who will be responsible for maintaining any equipment and stocking any vending machines.
- C. Describe the general terms of vendor contracts that supply these services.
- D. Describe the safekeeping and recording practices of any cash collections from use of this equipment.

**EXHIBIT F**

**SPECIAL TERMS AND CONDITIONS**

**United States Department of Agriculture Rural Development (RD) Management Agreement**

**1. General**

**A. Appointment and Acceptance**

The Department appoints the Contractor to manage the property described in Paragraph 1.B. of this Exhibit, and the Contractor hereby accepts the appointment, subject to the terms and conditions set forth in this Agreement.

**B. Housing Center(s) Description**

The property to be managed by the Contractor under this Agreement is a housing center (“Housing Center(s)”) consisting of the land, buildings, and other improvements hereto identified as Housing Center(s) Number 19-OMS-12695. The Housing Center(s) is further described as follows:

Name:	Davis
Location:	
City:	Dixon
County:	Yolo
State:	California
No. of Dwelling Units:	62
Type of Units:	
[ X ] Family	[ ] Elderly
	[ ] Mixed
	[ ] Congregate

**C. Identity of Interest**

The Contractor shall disclose to the Department and the United States Department of Agriculture Rural Development (“RD”) any and all identities of interest that exist or shall exist between the Contractor and the Department, suppliers of material and/or services, or vendors in any combination of relationship.

**D. RD and Department Requirements**

In performing its duties as prescribed in this Agreement, the Contractor shall comply with all relevant requirements of RD and the Department which include preparation of forms, exhibits and reports in the format prescribed by RD and the Department.

**E. Plans and Specifications**

As soon as possible, the Department shall furnish the Contractor with a complete set of "as-built" plans and specifications and copies of all guarantees and warranties relevant to

## EXHIBIT F

construction, fixtures, and equipment. With the aid of this information and inspection by competent personnel, the Contractor shall become thoroughly familiar with the character, location, construction, layout, plan and operation of the Housing Center(s).

### F. Compliance with Governmental Orders

The Contractor shall take such action as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Housing Center(s), whether imposed by federal, state, county or municipal authority subject, however, to the limitation stated in Paragraph 3.D. of this Exhibit with respect to litigation and repairs. The Contractor shall take no action so long as the Department is contesting, or has affirmed its intention to contest, any such order or requirement. The Contractor shall notify the Department in writing of all notices of such orders or other requirements, within seventy-two (72) hours from the time of their receipt of such notices.

### G. Nondiscrimination

In the performance of its obligations under this Agreement, the Contractor shall comply with the provisions of any federal, state or local Fair Housing law prohibiting discrimination in housing on the grounds of race, color, religion, sex, familial status, national origin, or handicap. Other nondiscrimination provisions include Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 78 Stat. 241), Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as they relate to the RD multi-family housing program.

### H. Fidelity and Insurance Coverage

- 1) The Department shall inform the Contractor of insurance required for the Housing Center(s) and its operations. The Contractor shall obtain such insurance and maintain such insurance in effect at all times. Premiums shall be paid out of the General Operating Account, and treated as operating expenses. All insurance shall be placed with companies, on conditions, in amounts, and with beneficial interests appearing thereon as shall be acceptable to the Department and RD provided that the same shall include public liability coverage, with the Contractor designated as one of the insured, in amounts acceptable to the Contractor, the Department and RD. The Contractor shall investigate and furnish the Department with full reports on all accidents, claims, and potential claims for damage relating to the Housing Center(s), and shall cooperate with the Department's insurers in connection therewith.
- 2) The Contractor shall furnish, at its own expense, fidelity coverage to the Department, with copy to the RD Servicing Office on the employees of the Contractor who are entrusted with the receipt, custody, and disbursement of any Housing Center(s) monies, securities, or readily saleable property other than money or securities. The minimum coverage of forty thousand dollars (\$40,000) shall be provided. The Contractor shall obtain coverage from a company licensed

**EXHIBIT F**

to provide coverage in the project locality. Coverage shall be in force to coincide with the assumption of fiscal responsibility by the Contractor until that responsibility is relinquished.

- 3) Endorsement listing RD projects separate from other projects or operations shall be obtained and made part of the coverage policy or bond. The other terms and conditions of the coverage, and the surety thereon, shall be subject to the requirements and approval of the Department.

**I. Purchases and Contracts**

- 1) With prior approval of the Department and as allocated in the Budget, the Contractor shall obtain contracts, materials, supplies, utilities, and services on the most advantageous terms to the Housing Center(s), and the Contractor is authorized to solicit bids, either formal or informal, for those items which can be obtained from more than one source. The Contractor shall secure and credit to the Department all discounts, rebates, or commissions obtainable with respect to purchases, service contracts, and all other transactions on the Department's behalf.
- 2) The Contractor shall employ persons and/or services to perform duties and responsibilities at the Housing Center(s) site as described in the Management Plan. Compensation of such persons and/or services shall be paid as a direct expense to the Housing Center(s) as specified in the Management Plan and this Exhibit. The Contractor shall employ sufficient resources within the Contractor's operation to fulfill Contractor's obligation to the Department under the terms of this Exhibit.

**2. Management Plan**

- A. The Contractor shall advise and assist the Department in the preparation of the Management Plan for the Housing Center(s) specified in Paragraph 1.B. of this Exhibit.
- B. The Contractor shall be provided with the completed Management Plan prior to execution of this Agreement, which shall include the following:
  - 1) Policies and procedures to be followed in the management of the Housing Center(s);
  - 2) Identification of Contractor's duties and supervisory relationships for project site and office staff; and
  - 3) Pro rata division of singularly incurred operating expense common to the Contractor and the Department.

## EXHIBIT F

- C. The Contractor shall periodically review the Management Plan and advise the Department of necessary or desirable changes.

### 3. Budget

- A. The Contractor shall prepare a proposed Operating Contract Budget for submission to the Department. For each subsequent fiscal year the Contractor shall prepare a new budget. Adjustments exceeding 10% of the proposed Operating Contract Budget require an amendment to this Agreement.
- B. The Department shall forward the proposed budget to RD using the formats and categories of RD Form 3560-7, "Multiple Family Housing Center(s) Budget".
- C. The Contractor shall operate and maintain the Housing Center(s) within reasonable tolerance of the expense category subtotals of the accepted budget as stated in Exhibit B-1, Year 1 and Exhibit B-2, Year 2 ("Budget") as defined by RD and the Department.
- D. Notwithstanding any other provisions of this Agreement, the Contractor shall obtain prior written approval from the Department for any expenditure of the Housing Center(s) which exceeds five thousand dollars (\$5,000) in any one instance for:
- 1) Litigation;
  - 2) Labor;
  - 3) Materials; or
  - 4) Other expenditure in connection with the maintenance and repair of the Housing Center(s).

This limitation is not applicable for recurring expenses within the limits of the Budget; or any emergency repairs which involve manifest danger to persons or property, or that are required to avoid suspension of any necessary service to the Housing Center(s). In the event that emergency repairs are necessary, the Contractor shall contact the Department as promptly as possible.

### 4. Housing Center(s) Management

The Contractor shall:

- A. Operate the Housing Center(s) according to the Management Plan and in compliance with the Department's loan agreement with RD, this Agreement, and any applicable RD and Department regulations and guidelines.

## EXHIBIT F

- B. Participate in any conference with RD and/or Department officials involving management of the Housing Center(s).
- C. Participate in the on-site final inspection of the Housing Center(s), required by RD prior to initial occupancy.
- D. Prepare Form RD 3560-7 as a quarterly report and Department Monthly Operating and Rent Collection Reports beginning at initial occupancy until no longer required by RD or the Department.
- E. Represent the Department in matters related to management of the Housing Center(s), including but not limited to the Department's interest at tenant grievance hearings.

### 5. Liaison with Architect and General Contractor

During the planning and construction phases, maintain direct liaison with the architect and general contractor, in order to:

- A. Coordinate management concerns with the design and construction of the Housing Center(s);
- B. Facilitate completion of any corrective work; and
- C. Facilitate the Contractor's responsibilities for arranging utilities and services pursuant to Paragraph 9.F. of this Exhibit.

The Contractor shall keep the Department advised of all significant matters of this nature.

### 6. Rentals and Leases

In accordance with the Management Plan and all other provisions of this Agreement, the Contractor agrees to:

- A. Market the rental housing units, observing all requirements of the Affirmative Fair Housing Marketing Plan, and maintain records of any marketing activity for compliance review purposes.
- B. Show the premises and available units to all prospective tenants without regard to race, color, national origin, sex, religion, familial status, handicap or age; and shall provide for reasonable accommodation to individuals with disabilities.
- C. Take and process all rental applications. If an application is rejected, inform the applicant of the reason for rejection in writing. The rejected application, with the written reason for rejection, shall be kept on file until a compliance review has been conducted. If the rejection is due to information obtained from a Credit Bureau, the source of the report must be revealed to the applicant according to the Fair Credit Reporting Act.

## EXHIBIT F

- D. Follow tenant selection policy as stipulated in the Management Plan, and maintain a current list of prospective tenants.
- E. Prepare and execute all dwelling leases and parking permits in a form approved by and in compliance with the relevant provisions of RD, the Department and other State regulations, in its name, identified thereon as the Contractor for the Department.
- F. In no event, collect rent or other charges exceeding amounts specified by the Department for dwelling units, facilities and other services.
- G. Determine eligibility and prepare eligibility certifications in accordance with RD and Department requirements using reports furnished by the Department.
- H. Counsel all prospective tenants regarding eligibility, and when available, make referrals to local social service and community agencies in cases of financial hardship or other circumstances deemed appropriate by the Contractor.
- I. Ensure full compliance with the terms of the lease by each tenant and emphasize voluntary compliance.
- J. Avoid involuntary termination of tenancies to the maximum extent consistent with sound management of the Housing Center(s).
- K. Initiate actions, subject to the Management Plan, and RD and Department regulations, to terminate any tenancy when, in the Contractor's judgment there is material noncompliance with the lease or other good cause for such termination.
- L. In the case of termination, properly notify the tenant of his/her right to appeal the proposed action according to RD and Department regulations. Attorney's fees and other necessary costs incurred in connection with such actions shall have advance by the Department and be paid out of the General Operating Account within the itemized limit of the Budget.
- M. Represent the Department's interest at tenant grievance hearings.

### 7. Reports

- A. Upon request by the Department, RD or the Office of the Inspector General, the Contractor shall provide reports regarding the Housing Center(s)'s financial, physical or operational condition and occupancy.
- B. The Contractor shall assist the Department in initiating or completing all additional reporting forms and data prescribed by RD affecting the operation and maintenance of the Housing Center(s).

## EXHIBIT F

### 8. Financial Management

#### A. Rents and Other Receipts

The Contractor shall collect when due all rents, charges, and other amounts receivable on the Department's account in connection with the management and operation of the Housing Center(s). Such receipts shall be deposited immediately in the project's General Operating Account with First Northern Bank, whose deposits are insured by an agency of the Federal Government.

#### B. Security Deposits

The Contractor shall collect, deposit, and disburse security deposits, if required, in compliance with any Department regulations or State laws governing tenant security deposits. Security deposits shall be deposited in a separate account, at the Bank indicated above. This account shall be carried in the Department's name and designated of record as: "DMC Sec Dep Security Deposit Account." This account shall be regularly maintained by the Contractor.

#### C. Account Maintenance

The Contractor shall maintain and safeguard the Housing Center(s)'s General Operating Account and tenant's Security Deposit Account according to the current requirements set forth in Paragraph XIII.B.2 of Exhibit B of Subpart C of Part 1930, which is part of the "Multiple Housing Management Handbook."

#### D. Accounting System

The Contractor shall develop a systematic method to record the business transactions of the Housing Center(s) that appropriately reflects the complexity of Housing Center(s) operations and the Department's requirements. The Contractor may be required to implement and use bookkeeping and accounting systems acceptable to RD and the Department.

### 9. Housing Center Maintenance and Repair

The Contractor agrees to:

- A. Maintain and repair the Housing Center(s) in accordance with the Management Plan and local codes, and keep it in a condition acceptable to the Department and RD at all times. This shall include, but is not limited to cleaning, painting, decorating, plumbing, carpentry, grounds care, energy conservation measures and practices; and other such maintenance and repair work as may be necessary, subject to any limitations imposed by the Department in addition to those contained herein. Special attention shall be given to

**EXHIBIT F**

preventive maintenance, and to the greatest extent feasible, the services of regular maintenance employees shall be used.

- B. Purchase all materials, equipment, tools, appliances, supplies, and services necessary for proper maintenance and repair of the Housing Center(s) as stipulated in the Management Plan, Budget, and/or other written documentation from the Department.
- C. Subject to the Department's prior written approval, contract with qualified independent contractors for the maintenance and repair of air-conditioning and heating systems, elevators, and for extraordinary repairs beyond the capability of regular maintenance employees. Any identity of interest shall be identified in accordance with Paragraph 1.C. of this Exhibit.
- D. Systematically receive and promptly investigate all service requests from tenants, take such action as may be justified, and maintain records of the same. Emergency requests shall be received and services provided on a twenty-four (24) hour basis. Serious complaints shall be reported to the Department after investigation.
- E. Advise the Department of any cost-effective and adaptable energy conservation measures or practices that should be used in the Housing Center(s). The Contractor shall encourage their use and shall assist the Department during any installation of these measures or institution of practices.
- F. In accordance with the Management Plan, make arrangements for utilities including water, electricity, gas, fuel oil, sewage and trash disposal, vermin extermination, decorating, laundry facilities, and telephone service.

**10. Taxes, Fees and Assessments**

The Contractor shall pay all taxes, assessments and government fees promptly when due and payable. The Contractor shall evaluate local property taxes to insure they bear a fair relationship to the Housing Center(s) value and if they do not, at the direction of the Department, appeal such taxes on behalf of the Department or assist the Department in the appeal, whichever is required by local jurisdiction or is appropriate.

**11. Contractor's Compensation**

The Contractor shall be compensated for its services for providing management described in this Agreement, and the Department's Management Plan, by monthly fees, to be paid from the General Operating Account and treated as a project operation and maintenance expense. Such fees shall be payable on the first day of each month for the preceding month.

**12. Term of Agreement**

This Exhibit shall be in effect for the period as stated in Exhibit A, Paragraph 3 of this Agreement, subject, however, to the following conditions:

OMS – Rural Development  
2019 – 2021 Operations Agreement  
Approved Date: 7/22/2019  
Prep. Date: 7/24/2019

**EXHIBIT F**

- A. This Agreement shall not be binding upon the Contractor and Department ("Principal Parties") until approved by RD.
- B. This Agreement may be terminated, only upon conclusion of the on-season period by the mutual consent of the Principal Parties, provided that at least thirty (30) days advance written notice thereof is given to either Principal Party and reasons for the termination are submitted to RD.
- C. In the event that a petition in bankruptcy is filed by or against either of the Principal Parties, or in the event that either makes an assignment for the benefit of creditors or takes advantage of any insolvency act, the other party may terminate this Agreement without notice to the other however, a prompt written notice outlining the basis for such termination is submitted to RD.
- D. It is expressly understood and agreed by and between the Principal Parties that the Department may terminate this Agreement with cause upon the issuance of a 30-day written notice of cancellation to the Contractor. It is further understood and agreed that no liability shall attach to either of the Principal Parties in the event of such termination, to the extent permitted by State law.
- E. Upon termination of this Agreement, the Contractor shall submit to the Department all Housing Center(s) books and records and any financial statements required by RD. After the Principal Parties have accounted to each other with respect to all matters outstanding as of the date of termination, the Department shall promptly reimburse the Contractor all sums due after deduction of any sums or damages due the Department, in form and principal amount satisfactory to the Contractor, against any obligations or liabilities which the Contractor may properly have incurred on behalf of the Department hereunder.

**13. Contractor's Indemnification**

Notwithstanding any provision of this Agreement, it is understood and agreed:

- A. The Department has assumed and shall maintain its responsibility and obligation throughout the term of this Exhibit for the finances and the financial stability of the Housing Center(s), to the extent that funds are appropriated to the Department by the legislature for this purpose; and
- B. The Contractor shall have no obligation, responsibility or liability to fund authorized project costs, expenses, or accounts other than those funds generated by the Housing Center(s) itself or provided to the Housing Center(s) or to Contractor by Department. In accordance with the foregoing, Department agrees that Contractor shall have the right at all times to secure payment of its compensation, as provided for under Paragraph 11 of this Exhibit, from the Operating and Maintenance Account, immediately when such compensation is due and without regard to other Housing Center(s) obligations or expenses provided the

## EXHIBIT F

Contractor has satisfactorily discharged all duties and responsibilities under this Agreement. Moreover, the Department, to the extent permitted by State law, hereby indemnifies Contractor and agrees to hold it harmless with respect to Housing Center(s) costs, expenses, accounts, liabilities and obligations during the term of this Exhibit and further agrees, to the extent permitted by State law, to guarantee to Contractor the payment of its compensation under Paragraph 11 of this Exhibit during the term of this Agreement to the extent that the Housing Center(s)'s Operating and Maintenance Account is insufficiently funded for this purpose. To the extent permitted by state law, intentional failure of the Department at any time to abide by and to fulfill the foregoing shall be a breach of this Agreement, entitling Contractor to obtain from Department, upon demand, and to the extent permitted by State law, full payment of all compensation owed to Contractor through the date of such breach and entitling Contractor, at its option, to terminate this Agreement forthwith.

### 14. Interpretive Provisions

- A. This Agreement and its Exhibits constitute the entire Agreement between the Department and the Contractor with respect to the management and operation of the Housing Center(s). No change shall be valid unless agreed upon by the Principal Parties, approved by RD and amended by the Department.
- B. This Exhibit has been executed in several counterparts, each of which shall constitute a complete original Exhibit, which may be introduced in evidence or used for any other purpose without production of any of the other counterparts.
- C. At all times, this Exhibit shall be subject and subordinate to all rights of RD, and shall work to the benefit of and constitute a binding obligation upon the Principal Parties and their respective successors and assigns. To the extent that this Exhibit confers rights upon the consenting parties, it shall be deemed to work to their benefit, but without liability to either, in the same manner and work with the same effect as though the consenting parties were primary parties to this Exhibit.

The Principal Parties (by their duly authorized officers) have executed this Management Agreement on the date first above written.

**EXHIBIT F**

**Department of Housing and Community  
Development**

**Yolo County Housing Authority**

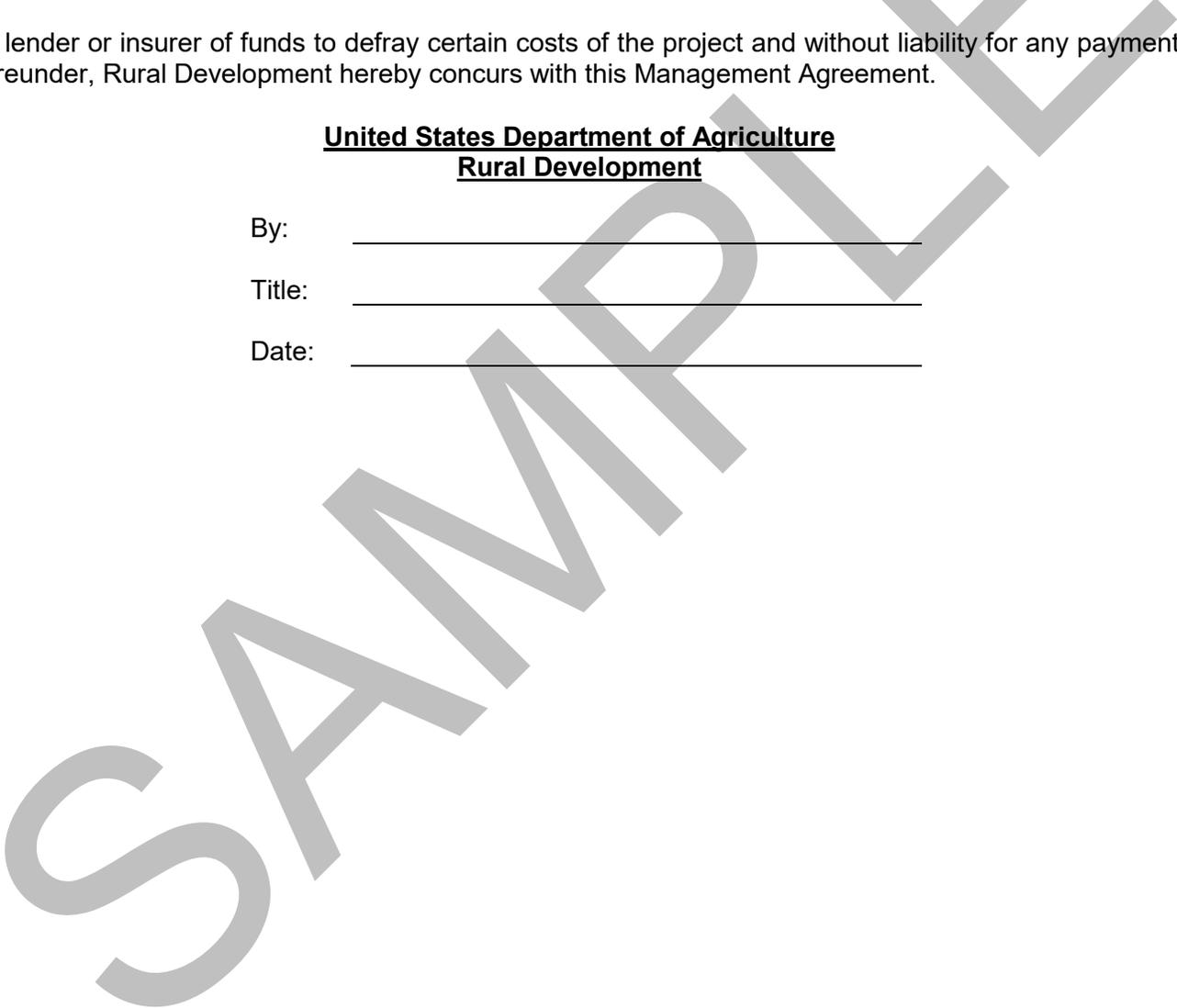
By: \_\_\_\_\_  
Title: OMS Program Manager  
Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Chief Executive Officer  
Witness: \_\_\_\_\_

As lender or insurer of funds to defray certain costs of the project and without liability for any payments hereunder, Rural Development hereby concurs with this Management Agreement.

**United States Department of Agriculture  
Rural Development**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Yolo County Housing  
Yolo County, California

Meeting Date: September 18, 2019

To: County Counsel ✓  
Yolo County Housing ✓

10.

Review and Approve the Yolo County Housing 70th Anniversary Planning Concept (Holt)

Minute Order No. 19-41: Approved recommended action.

MOTION: Lansburgh. SECOND: Sandy. AYES: Arnold, Lansburgh, Sandeen, Sandy, Vanderford, Walters. ABSENT: Neu.



## ***Yolo County Housing***

147 W. Main Street  
WOODLAND, CA 95695

Woodland: (530) 662-5428  
Sacramento: (916) 444-8982  
TTY: (800) 545-1833, ext. 626

DATE: September 18, 2019  
TO: YCH Housing Commission  
FROM: Lisa A. Baker, CEO  
PREPARED BY: Janis Holt, General Director

**SUBJECT: Review and Approve the Yolo County Housing 70th Anniversary Planning Concept**

### **RECOMMENDED ACTION:**

That the Board of Commissioners review the YCH 70th anniversary planning concept and provide direction to staff for implementation during calendar year 2020.

### **BACKGROUND / DISCUSSION**

The Housing Authority of the County of Yolo was established in 1950 and constructed the first public housing complexes in 1951. Those complexes are Yolano Village (60 apartment homes) in Woodland and El Rio Villas I (30 apartment homes) in rural Yolo County outside of the City of Winters for a total of **126** new apartment homes.

Through each decade in the history of YCH, the Board of Commissioners and staff have expanded housing affordability for our most vulnerable low income families through funding opportunities from the Department of Housing and Urban Development (HUD) including Public Housing and the implementation of the Housing Choice Voucher Program (formerly known as Section 8), State of California Housing and Community Development (HCD) programs such as Office of Migrant Services (OMS), Rental Housing Construction Program (RHCP), Tax Credits and other affordable housing programs to a current total of **2,910**, which is a whopping 2,210% increase (rounded) since our beginning! Meanwhile, Yolo County grew from 40,453 in the 1950 Census to 220,408 (estimated as of 2018), which is a 445% increase in county population during the same time period.

**The year of 2020** is an opportunity to honor our past, recognize how far we have come with the expansion of affordable housing options and look forward to new opportunities to grow and serve as we celebrate **70 years of bringing Yolo home**. The collective "we" includes our housing board members, our funders, development partners, service

partners, local elected officials, city and county partners, collaboratives, vendors, volunteers and YCH staff.

In 2010, we celebrated our 60th anniversary. That milestone was planned and executed by YCH staff who volunteered their energy and time to creating and staffing the events. Building on that success, a volunteer subcommittee met to develop preliminary concept planning, so as to provide the Board and executive leadership with ideas and draft timelines for consideration.

Most of the planning items presented for your consideration will be at no additional costs to the Agency. If there are expenses considered outside the normal course of business, staff recommends that those expenses be funded through donations.

#### September 2019

- Present the initial planning concept to the YCH Board of Commissioners.

#### October - December 2019

- Create YCH 70th Anniversary logo and tagline to be used throughout 2020 (as for the 2010 event, it is planned to be a staff driven competition with voting for preferred concept)
- Create YCH Historical Timeline Banner for display at events
- Logo/Tagline may:
  - Be used on YCH letterhead and/or envelopes for 2020 correspondence.
  - Be placed on uniform shirts and/or hats.
  - Used on promotional office supply items such as pens, notepads, or disaster preparedness/safety items.
- 2020 YCH Annual Report and Calendar be dedicated to the history of YCH celebrating 70th anniversary.

#### January - December 2020 (dates/times to be determined)

- Seek resolutions from the City of Davis, City of West Sacramento, City of Woodland, City of Winters and County of Yolo recognizing the 70th Anniversary of the Housing Authority of the County of Yolo (YCH)
- Hold one multi-jurisdictional "Open House" event at the Yolo County Housing Administrative offices located at 147 West Main Street in Woodland.
  - Options for event could include:
    - A formal program to include recognition of funders and partners (the Board honored cities and partners in 2010 for our 60th and in 2015 for our 65th);
    - Be scheduled in late afternoon and include historical displays throughout the office, light snacks/drinks;
    - Could occur in October to coincide with Housing America Month (and during any congressional recess); or
    - Alternatively, occur in April to coincide with Fair Housing Month (and to coincide with the Easter congressional recess);
    - Include local musical talent (2010, YCH used the chamber music group from Davis High School).

- Hold smaller localized celebrations with residents at each public housing campus at Las Casitas/Riverbend Manor in West Sacramento, Yolano Village/Donnelly Circle in Woodland, El Rio Villas outside Winters, affordable housing campus at Cesar Chavez or Eleanor Roosevelt in Davis, and migrant housing campuses at Madison Migrant Center and Davis Migrant Center.
  - Option #1: Hold the celebrations after regularly scheduled resident meetings to include cake, cookies, punch and coffee. (This was the option used in 2010)
  - Option #2: Hold the celebrations during other scheduled community events at each campus to be determined. Refreshments optional.

The sub-committee respectfully presents these planning concepts to the Housing Commission for consideration.

### **FISCAL IMPACT**

Recommended items that are not currently accounted for in the FY 2019-2020 or FY 2020-2021 budget that would be **covered with donations** include:

- Food and drinks associated with Open House and smaller celebrations.
- Any entertainment at events.
- 70th Anniversary items (pens, envelopes) that would be at a higher cost than normal office supplies. Donations would cover the difference in purchase prices.
- Historical banner

All other items do not have fiscal impact to the approved budget.

### **CONCLUSION**

Board of Commissioners review options and provide staff with direction for planning YCH's 70th Anniversary year of celebration in 2020.

Yolo County Housing  
Yolo County, California

Meeting Date: September 18, 2019

To: County Counsel ✓  
Yolo County Housing ✓

11.

Strategic Planning Workshop final pieces - 1) How best to foster partnerships for housing resources from cities/county? 2) Input and Stakeholder Planning around housing

Held Strategic Planning Workshop final pieces - 1) How best to foster partnerships for housing resources from cities/county? 2) Input and Stakeholder Planning around housing.



## ***Yolo County Housing***

147 W. Main Street      Woodland: (530) 662-5428  
WOODLAND, CA 95695      Sacramento: (916) 444-8982  
TTY: (800) 545-1833, ext. 626

**DATE:**            September 18, 2019

**TO:**                Board of Commissioners

**FROM:**           Lisa A. Baker, CEO

**SUBJECT:**    2019 Strategic Planning Workshop final Pieces - How best to foster partnerships for housing resources from cities/county; 2) Input and Stakeholder Planning around Housing

**Recommended Actions:** For Discussion. There are no recommended actions.

### **How Best to Foster Partnership for Housing Resources:**

YCH has almost 70 years of property management and property development experience in the permanent affordable space. It has approximately 5 - 10 years of experience in delivering interim and transitional housing services through Health and Human Services Agency (HHSA) and Probation partnerships - Helen Thomson Homes A and B and IGT House for post incarceration Rent Ready. YCH has just been notified that it can expect to receive additional funding in the near future for 2 more homes under the IGT umbrella.

**Funding** for housing is difficult - YCH's main products are the public housing program and the voucher program. YCH does not have a dedicated funding source or tax revenue stream. The Agency is not funded to do planning or predevelopment work. YCH has to look to partners, borrowed or granted capital in order to fulfill its mission and each cost center must be able to financially support its staffing and operations due to the restricted nature of funding it receives. The state's new budget promises many new resources around housing, but none of those resources will flow directly to YCH to provide for housing development or operations - those funds will go to cities, counties and to the State.

### **Questions:**

- ❖ Given YCH's core expertise in the delivery housing development, management

and subsidy provision and its sub-genre of housing focused services, case management and self sufficiency - is YCH well positioned to be able to receive resources from the cities and county to develop and/or acquire additional units and expand its affordable inventory?

- ❖ What can YCH do to better partner with cities/county on development and obtaining resources to help meet these local government's community needs?
- ❖ How does the housing authority's goals fit within the context of housing planning process/documents such as the Housing Element and Regional Housing Needs Assessment (RHNA) numbers or other plans?
- ❖ How can YCH best get its message out to City staff and City Councils?

### **Input and Stakeholder Planning Around Housing**

YCH's planning is typically focused in three (3) areas: 1) resident/participant input in Agency Planning, which looks at existing tenants/participants in its portfolio and what impacts policy changes could have on this population; 2) Strategic planning with the Board, which sets the direction in development and jurisdictional participation over several years; 3) Participation and input in community planning through the Housing and Poverty Action Coalition (HPAC), through local planning as part of the Housing Element, Consolidated Plan, General Plan updates, participation in the Prop 47 Realignment Steering Committee and other local city/county plans, as well as participation in localized grassroots planning, such as the DOVe homeless planning process in the City of Davis.

**Funding** There is no funding currently available to YCH for planning, stakeholder meetings or predevelopment.. YCH typically does its outreach on a project specific basis, where funds flow from the development process or participates in broader planning processes and provides technical assistance and input and seeks grants where available. This is a cost effective strategy, but it means risking not hearing from a wide variety of stakeholders. Studies have shown that many planning processes do not always get sufficient information from renter and/or disadvantaged populations to help inform broader community vision.

### **Questions:**

- ❖ Does the Board have an interest in developing community input around Housing in general as opposed to around a specific project?
- ❖ If so, how does the Board see this as being complementary to planning efforts by the local cities and county?
- ❖ Does the Board see this as a valuable use of limited resources - and would the community input lead to wider housing acceptance and additional resources?
- ❖ YCH is engaged in working to meet the demands of a wide variety of constituents and a broader range of incomes in order to create holistic approaches to community. Given that most planning processes do a good job of reaching higher

income groups and homeowners, should YCH focus any outreach efforts on hard to serve populations in order to have a broader perspective on community housing needs?

- ❖ Finally, does the Board see this as integral to completion of a final Blueprint 2020 - for example, creating the draft document and then soliciting input from the community prior to final adoption. In this scenario, the draft could be a working document for goals purposes and go through further refinement based on community input.

# Strategic Planning Discussion, Pt III

YCH - September 2019



# Blueprint Discussion - Topic 3

## TOPIC - How Best to Foster Partnership for Housing Resources

YCH has almost 70 years of property management and development experience. It has approximately 10 years of experience in interim/transitional housing partnerships with HHS and Probation.

Funding for any type of housing is difficult - YCH's main products are public housing and housing vouchers. YCH does not have a dedicated funding source or tax revenue stream. Because of this, YCH is not funded to do planning or pre-development work. YCH uses partners, borrowed or granted capital for its work and each cost center must be able to support itself due to funding restrictions. New housing resources will not come directly to YCH - they will go to cities, counties, the State and the CoC's.

# Blueprint Discussion - Topic 3

## TOPIC: Fostering Partnership

### QUESTIONS:

1. Given YCH's core expertise in management, development, subsidy provision and housing focused services and case management - **is YCH well positioned to receive resources from the cities and county it serves to develop and/or acquire additional units** and expand its inventory?
2. **What can YCH do to better partner** with cities/county on development and on obtaining resources to help meet these local governments' community needs?
3. How does YCH's programming and current goals fit in the context of **Housing Element and Regional Housing Needs Assessment (RHNA)** planning processes?
4. What is the best way for YCH to get its message out to cities, county, their staff and governing bodies?

# Blueprint Discussion - Topic 3

## TOPIC: Input and Stakeholder Planning

YCH's planning is focused in 3 main areas: 1) resident/participants input in Agency Planning; 2) Strategic planning with the Board to set the direction in development and jurisdictional participation; 3) Input and Participation in planning through HPAC, Housing Element updates, Consolidated Planning for entitlement cities, General Plan updates, Prop 47 Realignment steering committee and other local planning, such as the DOVe led homeless planning process in Davis.

Because we do not receive planning funding, YCH typically does outreach on a project specific basis (such as neighbor input), participates in other jurisdiction led planning processes and/or provides technical assistance and input into other processes. On the positive side, YCH is able to help inform other planning efforts; is able to receive good community input on specific projects and has good input from its constituents that receive services. On the other side, this means risking hearing from only a select group of stakeholders.

# Blueprint Discussion, Topic 3

## Topic: Input and Stakeholder Planning

### Questions:

1. Does the Board have an interest in **developing community input around housing in general** as opposed to specific project input?
2. If yes, **How would such planning be complementary to planning efforts by the local cities and county?**
3. Does the Board see this as a valuable use of limited resources - and **would community input lead to wider housing acceptance** and additional resources?
4. YCH works to meet demands from a wide variety of constituents and a broad range of incomes to support holistic community development. Given that most planning tends to reach homeowners and higher income residents, **should YCH focus any outreach on hard to serve populations in order to help have a broader community perspective?**
5. Does the Board see this as **important to its final completion of Blueprint 2020?**
6. **Idea** - to coincide with the 70th anniversary, YCH could develop a series of workshops around topics such as affordability, private market tools, public tools and development to develop understanding of the topics by local community leaders

Yolo County Housing  
Yolo County, California

Meeting Date: September 18, 2019

To: County Counsel ✓  
Yolo County Housing ✓

13.

Receive Comments from CEO

Received the following comments from the CEO:

- Letter sent from Governor Newsom to President Trump requesting 50,000 more housing vouchers;
- "Protecting Immigrant Families" flyer and its impact on immigrant populations;
- Housing Bill SB1, Article 34 is still alive;
- "A Picture of Preservation Need" flyer regarding the need to maintain affordable properties; and
- AB 1482 (Chiu) Tenant Protection Act of 2019: Rent Caps, is on the Governor's desk for signature.



## OFFICE OF THE GOVERNOR

September 16, 2019

The Honorable Donald J. Trump  
President of the United States  
The White House  
1600 Pennsylvania Avenue, NW  
Washington, D.C. 20500

Dear President Trump,

We all agree that homelessness is a national crisis decades in the making that demands action at every level of government – local, state, and federal. In California, state and local governments have ramped up action to lift families out of poverty by investing in behavioral health, affordable housing, and other homeless programs. In contrast, your Administration proposed significant cuts to public housing and programs like the Community Development Block Grant.

Yet in recent days, you have publicly acknowledged the national crisis of homelessness. On behalf of a broad, bipartisan coalition of California's elected mayors, councilmembers and members of county Board of Supervisors, we invite you to collaborate with us on solutions — tied to federal investments — to address homelessness and housing insecurity.

California requests you immediately act to address the need for more housing options for the homeless. Specifically, California requests that your Administration immediately:

- (1) Provide 50,000 more vouchers, through a combination of Housing Choice Vouchers and Veterans Affairs Supportive Housing vouchers, two longstanding key programs that provide needed rental subsidies for extremely low-income Americans;
- (2) Increase the value of those vouchers to account for the high cost of rents in America's cities and counties; and,
- (3) Create a program based on best practices to incentivize landlords to work with voucher holders to find stable housing.



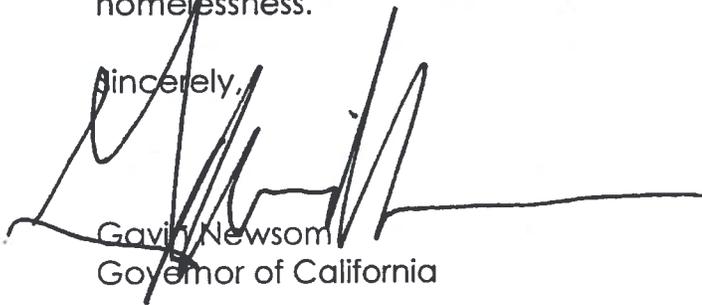
Mr. President – shelter solves sleep, but only housing solves homelessness. With 50,000 additional vouchers, California could address a significant proportion of our unsheltered population, including thousands of Veterans, with a time-tested strategy to prevent or end homelessness: stable housing.

Pairing more vouchers with an increase in the fair market rent value of the vouchers, you have the ability to make a meaningful difference in the lives of so many who suffer on our streets. These federal programs have a track record of success when implemented properly, and we urge you to consider this request in good faith.

Moving forward, these improvements must be made sustainable and predictable through larger Congressional appropriations. Local governments need year-over-year certainty about the Federal government's commitment to homeless housing. Hence, we request that you work with Congress to increase funding for both the Housing Choice and VASH programs through, among other bills, the Ending Homelessness Act of 2019 (H.R. 1856), introduced by House Financial Services Chair Maxine Waters. This bill would provide for 300,000 new housing vouchers nationwide and give preference to those who are homeless or at risk of becoming homeless.

We stand ready to work in partnership with you to address this crisis with serious solutions that will actually help Veterans and other at-risk Americans exit homelessness.

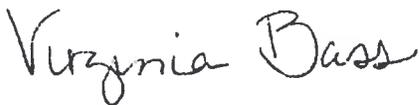
Sincerely,



Gavin Newsom  
Governor of California



Mayor Darrell Steinberg, Sacramento  
On behalf of California's Big City  
Mayors



Supervisor Virginia Bass, Humboldt  
County  
President, California State  
Association of Counties  
On behalf of California's 58 counties



Councilmember Janet Arbuckle, City  
of Grass Valley  
President, California League of Cities  
On behalf of California's cities



# PUBLIC CHARGE: GETTING THE HELP YOU NEED

UPDATED AUGUST 2019

## WHAT IS PUBLIC CHARGE?

“Public charge” or the “public charge test” is used by immigration officials to decide whether a person can enter the U.S. or get a green card (lawful permanent resident or “LPR” status). In this test, officials look at all of a person’s circumstances, including income, employment, health, education or skills, family situation and whether a sponsor signed a contract (“affidavit of support”) promising to support the person. Officials can also look at whether a person has used certain benefit programs (in the past, only cash assistance and long-term care were counted).

## CHANGES TO PUBLIC CHARGE

The government is changing how it makes public charge decisions. Immigration officials will look more closely at factors like health, age, income, skills (including English language skills), and use of more public programs, including:

- Supplemental Nutrition Assistance Program (SNAP, “EBT” or “Food Stamps”)
- Federal Public Housing and Section 8 assistance
- Medicaid (except for emergency services, children under 21 years, pregnant women, and new mothers)
- Cash assistance programs (like SSI, TANF, General Assistance)

\*\*\*Services that are not listed above will not be counted in the new public charge test. This includes WIC, CHIP, school lunches, food banks, shelters, and many more - these programs are safe to get if you are eligible.

## MAKING THE RIGHT CHOICE FOR YOUR FAMILY

**Every family is different, and the programs that help your family might not even be part of the new changes.** We know that you are worried given our current political climate -- but the more we know about our rights, the harder it is for Trump to intimidate us. There are lots of people and organizations that can help you. An immigration attorney familiar with this issue can give you advice based on your specific situation. Local non-profits may also be able to provide help and legal advice. For free or low cost options visit: <https://www.immigrationadvocates.org/nonprofit/legaldirectory/>.

## CHANGES ARE NOT IN EFFECT YET

**The new changes will not be used by immigration officials until October 15, and will apply only to applications that are postmarked or submitted electronically on or after October 15.** If you are applying for a green card in the U.S. right now, use of the non-cash benefits listed above will not be counted in a public charge test. And, it’s possible that the rule will be blocked or delayed further with legal challenges.

- The rule will also not count any programs (other than cash or long-term care) used before October 15, 2019. You still have time to make a decision about whether or not to stay enrolled in critical public programs.
- Programs used by your U.S. citizen children will not be used against you.

**AUGUST 14, 2019**

Final rule published in the Federal Register

**AUGUST 14, 2019 – October 15, 2019 (60 DAY PERIOD)**

Legal challenges are being put forward to stop the rule. You also have time to speak to an expert about your situation. Fight fear with facts – KNOW YOUR RIGHTS!

**OCTOBER 15, 2019**

Effective date of the new changes

# PUBLIC CHARGE: DOES THIS APPLY TO ME?

**Do you and your family members already have green cards?**

Public charge and any changes under this rule **WILL NOT** impact you. However, if you plan to leave the country for more than 6 months, it is a good idea to talk with an immigration attorney.



**Are you applying for or have one of the following statuses?**

U.S. Citizenship, Green card renewal, DACA renewal or TPS, U or T Visa, Asylum or Refugee status, or Special Immigrant Juvenile Status

The public charge test does **NOT** apply to some immigrants, including the categories listed here. If you already have or are in the process of applying for one of these immigration statuses, you can continue to use any government programs that you qualify for. Benefits received while you are in this status will not be counted against you in the future, even if you apply for a green card on another basis.



**Does your family plan to apply for a green card or visa from inside the United States?**

If you aren't sure whether or not this policy applies to you, we recommend that you seek advice from an attorney who understands the new changes. If you are not subject to the public charge inadmissibility test, we recommend that you continue to get the assistance that you and your family need.



**Does your family plan to apply for a green card or visa from outside the United States?**

U.S. consular offices abroad use different rules in making this decision. You should talk with an expert for advice on your case before making any decisions. For free or low-cost options near you please visit:

<https://www.immigrationadvocates.org/nonprofit/legaldirectory/>

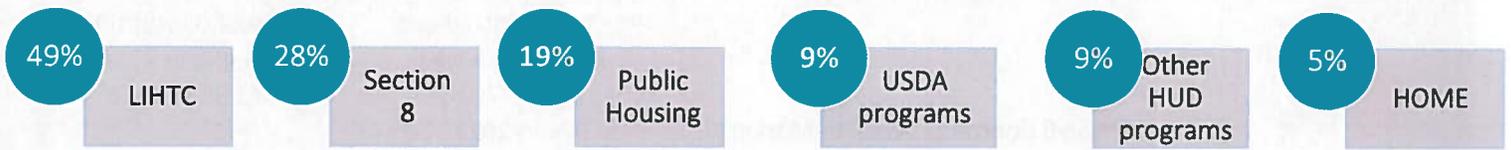




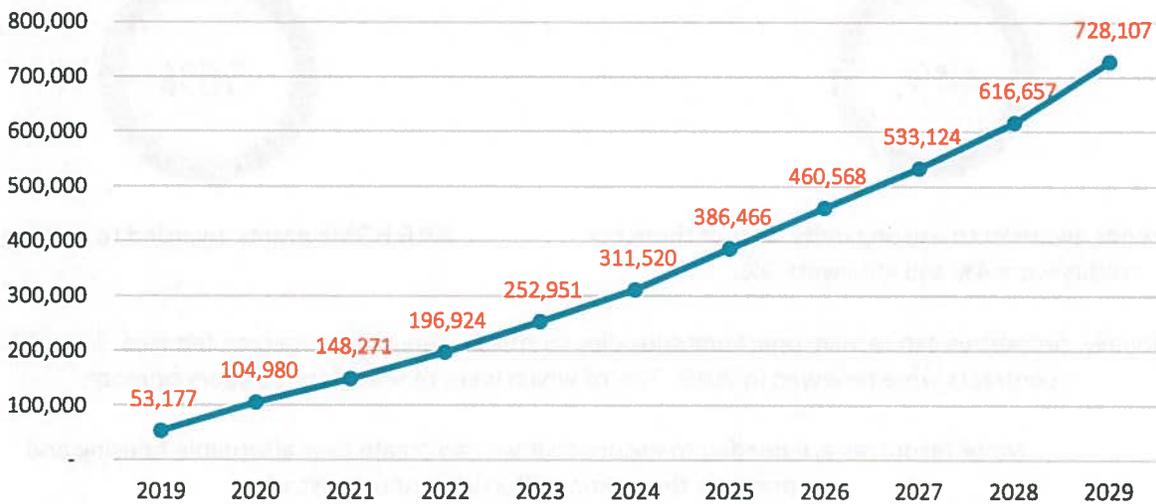
## A Picture of Preservation Need

HUD and USDA programs play an important role in providing affordable homes to extremely low-income (ELI) families across the country. Many of these publicly supported homes, however, face expiring rent restrictions and are at risk of being lost from the affordable housing stock without renewed investment.

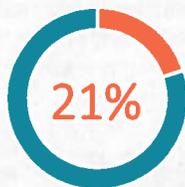
There are currently **4,920,193** publicly supported rental homes in the US. These homes are supported by the following programs:



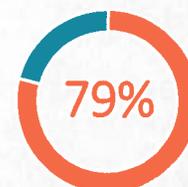
**252,951** publicly supported homes face the expiration of all affordability restrictions in the next five years and an additional **147,972** public housing units are in need of immediate investment. By 2029, over **728,107** units will lose all affordability restrictions if they are not renewed.



Among the publicly supported homes expiring in the next five years, **81%** demonstrate one of the following factors that increase the risk of owners opting out of future rental contracts or of significant capital need.



Built before 1975



No new capital subsidy awarded in past 20 years



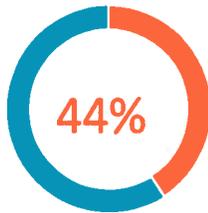
## A Picture of Preservation

Federal subsidy programs play an important role in preserving long term affordability for existing homes reaching the end of their affordability restrictions and for previously unsubsidized homes in need of repair and subsidies to keep them affordable.

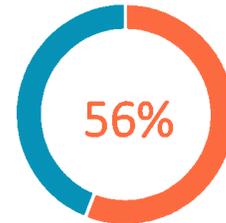
The following programs were integral to preserving affordable housing over the past few years:

	Preservation Tool	Units Preserved*	
		Previously Subsidized	Previously Unsubsidized
	LIHTC	22,889 in 2014	10,455 in 2014
	HOME	3,327 in 2016	2,538 in 2016
	Section 8 Contracts (Mark to Market)	570 in 2017	

Among the new subsidies awarded, many are awarded to existing units to make or keep them affordable.



2014 Tax Credits awarded to existing units. 37% of these tax credits were 4% and 49% were 9%.



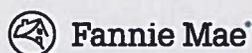
2016 HOME grants awarded to existing units

Additionally, properties can receive operating subsidies to sustain serving low-income families. 95% of Section 8 contracts were renewed in 2018, 71% of which were renewed for 10 years or more.

More resources are needed to ensure that we can create new affordable housing and preserve the existing affordable housing stock.

To learn more about affordable housing preservation efforts, visit the National Housing Preservation Database at [www.preservationdatabase.org](http://www.preservationdatabase.org)

Made Possible by the Generosity of



Source: National Housing Preservation Database 2019

\*Units were considered preserved if the subsidy was used for acquisition or rehabilitation or if the subsidy was awarded to a property that received another subsidy at least five years earlier. Units preserved by subsidy program was determined using the latest data available.





## **AB 1482 (Chiu) Tenant Protection Act of 2019: Rent Caps Quick Facts**

As you know, Governor Newsom called for statewide rent control in his State of the State Address in January. Throughout the year, CalRHA has engaged in ongoing negotiations with the Governor and Legislature on this issue. Ultimately, the Governor pushed a deal through the Legislature via AB 1482, which will cap annual rent increases in California at 5% plus CPI and require landlords to have “just cause” in order to evict tenants. The bill passed out of the Senate on September 10<sup>th</sup> on a 25/10 vote, then passed out of the Assembly on 48/26 vote. The Governor will sign the bill soon, but no later than October 13<sup>th</sup> (the bill signing deadline). Below is an analysis of the new law:

### **KEY PROVISIONS**

- Caps annual rent increases at 5% plus the change in cost of living, as measured by the Consumer Price Index (CPI), for all rent increases occurring on or after March 15, 2019
- If a landlord increases rent by more than this cap between March 15, 2019 and January 1, 2020, the rent on January 1, 2020 must be what the rent was on March 15, 2019, plus 5% plus CPI
- Authorizes landlords who increased rent by less than 5% plus CPI between March 15, 2019 and January 1, 2020 to increase the rent twice within 12 months of March 15, 2019, but not more than 5% plus CPI
- Beginning January 1, 2020, requires landlords to have just cause in order to evict tenants for tenants who have occupied a unit for at least 12 months, or up to 24 months when an adult tenant adds onto a lease (change in roommates)
- Landlords will still be able to evict for at-fault reasons, e.g. failure to pay rent, breach of lease, criminal activity, creating a nuisance, committing waste, refusal to execute a written extension or lease renewal, refusal to allow owner to enter
- Landlords can also evict for no-fault reasons, e.g. when the owner or their family plans to occupy the property, if they want to remove the property from the rental market, if they intend to substantially remodel the property, if they are ordered to vacate by a government agency or court
- Requires landlords to provide relocation assistance via one month’s rent or rent waiver for no-fault evictions within 15 calendar days of serving notice, and to notify tenants of the relocation assistance

- Does not amend Costa Hawkins, so local governments cannot apply a local rent cap to units not covered by Costa Hawkins (i.e. single family homes, multi-family units built after 1995)
- Does not contain vacancy decontrol provisions, so units can return to market rent prices when vacated
- Contains a 10-year sunset, so the requirements in the bill will expire in 2030

## EXEMPTIONS

Owners of exempt properties must provide tenants with a specific notice regarding the exemption starting July 1, 2020. For tenancies existing before July 1, 2020, this notice may be provided in the rental agreement, but written notice must be provided by August 1, 2020, or as an addendum to the lease or rental agreement. For tenancies starting or renewed on or after July 1, 2020, this notice must be provided as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

The following residential properties are exempt from the requirements in AB 1482:

- Units subject to existing rent control or just cause eviction requirements
- Deed-restricted affordable housing and dormitories
- Single-family homes, except for those owned by corporations, REIs or LLCs with at least one corporate member
- Owner-occupied duplexes (this would include ADUs)
- New construction for 15 years (all units for 15 years after receiving their first certificate of occupancy)

Please click here for a copy of the new law:

[http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201920200AB1482](http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200AB1482)

*September 12, 2019*