

Yolo County Housing Yolo County, California

October 29, 2015

MINUTES

The Yolo County Housing met on the 29th day of October, 2015, in regular session in its Chambers in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California at 2:00 p.m.

Present: Cecilia Aguiar-Curry; Mark Johannessen; Tom Stallard; Karen Vanderford; Jennifer Wienecke-Friedman

Absent: Helen Thomson

Staff Present: Lisa Baker, CEO
Carrie Scarlata, Agency Counsel
Janis Holt, General Managing Director
Julie Dachtler, Clerk

Attendees: Robb Davis, City of Davis

CALL TO ORDER

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

Minute Order No. 15-34: Approved agenda as submitted, with the CEO noting Agenda Item No. 12 had additional partners as presented on the green paper, and the removal of Consent Agenda Item No. 15, which was moved to the Regular Agenda.

MOTION: Wienecke-Friedman. SECOND: Davis. AYES: Aguiar-Curry, Davis Johannessen, Stallard, Vanderford, Wienecke-Friedman. ABSENT: Thomson.

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: Introduction of Araceli Moreno, Office Assistant II, Housing Assistance Division

General Managing Director Janis Holt introduced Araceli Moreno, Office Assistant II, Housing Assistant Division.

5. Presentation: Managing Project Based Voucher Certifications to Elizabeth Montoya and Janis Holt

CEO Lisa Baker presented the Managing Project Based Voucher Certifications to Elizabeth Montoya and Janis Holt.

6. Presentation: Best Practices in Risk Control, Honorable Mention Award to Yolo Housing

General Managing Director Janis Holt presented the Best Practices in Risk Control, Honorable Mention Award to Yolo Housing.

7. Presentation: Low Loss Achievement Award to Yolo Housing

CEO Lisa Baker presented the Low Loss Achievement Award to Yolo Housing.

8. Presentation: Star Performer Award in Risk Management to Yolo Housing

CEO Lisa Baker presented the Star Performer Award in Risk Management to Yolo Housing.

Carrie Scarlata was introduced as the new Assistant County Counsel.

CONSENT AGENDA

Minute Order No. 15-35: Approved Consent Agenda Item Nos. 9-15, except for Agenda Item No. 15, which was moved to the Regular Agenda.

MOTION: Stallard. SECOND: Davis. AYES: Aguiar-Curry, Davis Johannessen, Stallard, Vanderford, Wienecke-Friedman. ABSENT: Thomson.

9. Approval of the Minutes for the Meeting of September 17, 2015

Approved the minutes of the meeting of September 17, 2015 on Consent.

10. Receive and File Information on Interim Flat Rent Rule (Holt and Chaudry)

Approved recommended action on Consent.

11. Review, Approve and Adopt Resolution Authorizing Yolo County Housing to Execute Standard Agreement for Drought Housing Relocation Assistance Program (DHRA) Grant (Brock)

Approved **Resolution No. 15-07** on Consent.

12. Review, Approve and Adopt Resolutions, Commendations and Certificates in Recognition of YCH Partners

Approved recommended action, including the two additional partners noted on the green paper.

13. Review, Approve And Adopt Resolution For Completion Of California Office Of Emergency Services Form 130 For Yolo County Housing (Castillo and Gillette)

Approved **Resolution No. 15-08** on Consent.

14. Receive and File Unaudited Financial Report for the Year Ending June 30, 2015 (Gillette and Baker)

Approved recommended action on Consent.

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

Minute Order No. 15-36: Approved recommended action by **Resolution Nos. 15-09 and 15-10.**

MOTION: Davis. SECOND: Johannessen. AYES: Aguiar-Curry, Davis Johannessen, Stallard, Vanderford, Wienecke-Friedman. ABSENT: Thomson.

REGULAR AGENDA

16. Receive Verbal Report Regarding PGE MASH Grants and Status (Baker)

Received verbal report regarding PGE MASH Grants and Status. CEO Lisa Baker provided a verbal update noting their application was denied and that they have filed an appeal to get it reinstated. Currently they are working with their inter-governmental affairs team to get this resolved. Chair Aguiar-Curry suggested that perhaps an ad-hoc committee made up of electeds might be able to assist in negotiations and price point. Commissioners Stallard and Johannessen offered to sit on this ad-hoc committee and agreed to report back at the next meeting in December with any results.

17. Receive Verbal Report Regarding El Rio Villas West Well and Overall Water Conservation (Ichtertz)

Received verbal report regarding the El Rio Villas West Well and overall water conservation. Fred Ichtertz reported that the well company removed the pump from the East Well and found it had failed. A recent video survey was completed and found there was no damage to the well casing or intake screens, which is good news. The well company is doing maintenance and they expect the well to be back up on line in two weeks or so, then they will address the West Well. Before the well goes back into production, the water quality will be tested, as well as Public Health will sign off on it. As to the West Well, they are looking at a February or March, 2016 timeline. As of the end of September 2015, 11,890,042 gallons were saved in the calendar year.

18. Receive Verbal Report Regarding Possible "Housing and Homeless Film Festival" (Baker and Brock)

CEO Lisa Baker provided a verbal report regarding possible "Housing and Homeless Film Festival," in which she presented to the Commissioners the idea of holding a film festival and discussion regarding the Housing First concept. Lisa plans on bringing this idea to the other cities to see if they are interested in participating. The Commissioners were interested in seeing where this idea will lead to.

19. Receive Verbal Report from CEO YCH JPA formation (Baker)

CEO Lisa Baker provided a verbal report regarding the YCH JPA formation. Lisa reported the working group met and addressed outstanding issues. A draft agreement is being circulated to the County and then will be sent to the cities by November or December. If all goes well, they are on track to begin the JPA January 2016. Membership will be made up of one member from each city, one from the County and two at-large members.

20. Receive comments from CEO

No comments from the CEO.

21. Receive comments from Commissioners

Commissioner Stallard extended his best wishes to Commissioner Thomson on her recovery and expressed his appreciation to CEO Lisa Baker and staff for all they do everyday. He also invited everyone to attend a reception today at 4:00 pm at the Simpson University grand opening at First and Lincoln Streets in Woodland. Commissioner Davis noted that on Tuesday night, the Davis City Council granted the right for last affordable housing with Davis Community Meals for 73 units for special needs folks. He indicated that they continue to discuss that YCH could be part of it in the future. They are also in discussion with another developer to maybe add additional units. They are also working with the County on Bridge to Housing 2.0 to occur in Davis and will be finalizing that in the next month or so. Chair Aguiar-Curry also extended an invitation to attend the ground breaking ceremony in Winters on November 2, 2015 at 11:00 a.m. for the new PG&E Training Facility.

CLOSED SESSION

Conference with Labor Negotiator: Lisa A. Baker, CEO; Janis Holt, Resource Administrator; Hope Welton, Agency Counsel

Bargaining Units: General

Public Report of action taken in Closed Session.

ADJOURNMENT

Adjourned in memory of Joseph Pinola.

Next meeting is scheduled for December 17, 2015 at 2:00 p.m.

Julie Dachtler, Clerk
Yolo County Housing

Cecilia Aguiar-Curry, Chair
Yolo County Housing

YOLO COUNTY HOUSING

AGENDA

REGULAR MEETING

October 29, 2015

2:00 p.m.



YOLO COUNTY HOUSING
HOUSING COMMISSION

CECILIA AGUIAR-CURRY
ROBB DAVIS
MARK JOHANNESSEN
TOM STALLARD
HELEN MACLEOD THOMSON
JENNIFER WIENECKE-FRIEDMAN
KAREN VANDERFORD

SPECIAL LOCATION:
YOLO HOUSING COMMUNITY ROOM
147 W. MAIN STREET
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: Introduction of Araceli Moreno, Office Assistant II, Housing Assistance Division
5. Presentation: Managing Project Based Voucher Certifications to Elizabeth Montoya and Janis Holt
6. Presentation: Best Practices in Risk Control, Honorable Mention Award to Yolo Housing
7. Presentation: Low Loss Achievement Award to Yolo Housing
8. Presentation: Star Performer Award in Risk Management to Yolo Housing

CONSENT AGENDA

9. Approval of the Minutes for the Meeting of September 17, 2015
10. Receive and File Information on Interim Flat Rent Rule (Holt and Chaudry)
11. Review, Approve and Adopt Resolution Authorizing Yolo County Housing to Execute Standard Agreement for Drought Housing Relocation Assistance Program (DHRA) Grant (Brock)
12. Review, Approve and Adopt Resolutions, Commendations and Certificates in Recognition of YCH Partners
13. Review, Approve And Adopt Resolution For Completion Of California Office Of Emergency Services Form 130 For Yolo County Housing (Castillo and Gillette)

14. Receive and File Unaudited Financial Report for the Year Ending June 30, 2015 (Gillette and Baker)
15. Review, Approve and Adopt Resolutions Authorizing Execution of Standard Contract by the CEO with the State Department of Housing and Community Development Office of Migrant Services, subject to Final Review and Concurrent of Agency Legal Counsel (Holt, Gillette, Baker)

REGULAR AGENDA

16. Receive Verbal Report Regarding PGE MASH Grants and Status (Baker)
17. Receive Verbal Report Regarding El Rio Villas West Well and Overall Water Conservation (Ichtertz)
18. Receive Verbal Report Regarding Possible "Housing and Homeless Film Festival" (Baker and Brock)
19. Receive Verbal Report from CEO YCH JPA formation (Baker)
20. Receive comments from CEO
21. Receive comments from Commissioners

CLOSED SESSION

Conference with Labor Negotiator: Lisa A. Baker, CEO; Janis Holt, Resource Administrator; Hope Welton, Agency Counsel

Bargaining Units: General

Public Report of action taken in Closed Session.

ADJOURNMENT

Next meeting is scheduled for December 17, 2015 at 2:00 p.m.

I declare under penalty of perjury that the foregoing agenda was posted Friday, October 23, 2015 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.

I declare under penalty of perjury that the foregoing agenda will be posted no later than Monday, October 26, 2015 by 2:00 p.m. as follows:

- On the Yolo County website: 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 24 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.15-35 Item No. 9, of the Yolo County Housing meeting of October 29, 2015.

MOTION: Stallard. SECOND: Davis. AYES: Aguiar-Curry, Davis Johannessen, Stallard, Vanderford, Wienecke-Friedman. ABSENT: Thomson.

9. Approval of the Minutes for the Meeting of September 17, 2015

Approved the minutes of the meeting of September 17, 2015 on Consent.

Yolo County Housing Yolo County, California

September 17, 2015

MINUTES

The Yolo County Housing met on the 17th day of September, 2015, in regular session in its Chambers in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California at 2:00 p.m.

Present: Cecilia Aguiar-Curry; Mark Johannessen; Tom Stallard; Karen Vanderford; Jennifer Wienecke-Friedman

Absent: Helen Thomson

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

CALL TO ORDER

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

Minute Order No. 15-32: Approved agenda as submitted.

MOTION: Johannessen. SECOND: Wienecke-Friedman. AYES: Aguiar-Curry, Johannessen, Vanderford, Wienecke-Friedman. ABSENT: Stallard, Thomson.

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: Introduction of Maria Cegas, Client Services Coordinator (ROSS)

Janis Holt, General Managing Director, introduced Maria Cegas, Client Services Coordinator.

5. Presentation: Introduction of Ana Arreola-Reyes, MSW Intern from California State University, Sacramento

Janis Holt, General Managing Director, introduced Ana Arreola-Reyes, MSW Intern from California State University, Sacramento.

CONSENT AGENDA

Minute Order No. 15-33: Approved Consent Agenda Item Nos. 6-10.

MOTION: Stallard. SECOND: Wienecke-Friedman. AYES: Aguiar-Curry, Johannessen, Stallard, Vanderford, Wienecke-Friedman. ABSENT: Thomson.

6. Approval of the Minutes for the Meeting of June 18, 2015

Approved the minutes for the meeting of June 18, 2015 on Consent.

7. Review and Approve Revised Records Retention Policy (Holt)

Approved recommended action on Consent.

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

Approved recommended action on Consent.

9. Review and Approve Revised Organization Chart and Authorize Hiring of Position (Holt)

Approved recommended action on Consent.

10. Review and approve changes to the YCH Agency Plan for consistency with the YCH Administrative Plan for Utilization of Project Based Vouchers

Approved recommended action on Consent.

REGULAR AGENDA

11. Receive Verbal Report Regarding Broadband Access (Baker)

Received verbal report regarding broadband access. CEO Lisa Baker explained that grants for broadband access only works if YCH comes up with a share of the funding, of which they do not have at this time.

12. Receive Verbal Report Regarding Broadband Access (Baker)

Received verbal report from Fred Ictertz regarding El Rio Villas West Well and overall water conservation.

13. Receive Verbal Report Regarding Proposed 65th Anniversary Celebration (Baker)

Received verbal report from Lisa Baker, CEO, regarding the proposed 65th Anniversary Celebration. Since October is Housing America Month, it was approved to move the location of the October 29th Yolo County Housing meeting from the Board of Supervisors Chambers to Yolo County Housing, at 147 West Main, Woodland, California at 2:00 p.m.

14. Receive Verbal Report from CEO YCH JPA formation (Baker)

CEO Lisa Baker provided a verbal report regarding the YCH JPA formation. All of the cities now have names of their members, so the first working group, made up of Pat Blacklock, County Administrator, Phil Pogledich, Yolo County Counsel, Erin Laurel (West Sacramento), Dan Maguire (Winters), Danielle Foster (Davis) and Dan Sokolow (Woodland), is scheduled for September 30th. They are hoping to begin the JPA by January 2016.

15. Receive comments from CEO

CEO Lisa Baker noted that they recently held their quarterly staff meeting. Also updated the Commissioners on the Federal budget situation and how the actions taken could effect them financially.

16. Receive comments from Commissioners

Commissioner Wienecke-Friedman noted she had a friend who would like to donate a PC to YCH, to which CEO Lisa Baker said she would be interested. Commissioner Stallard noted that Simpson College was making a presence in Woodland by offering Bachelor degrees. Chair Aguiar-Curry announced the upcoming Carnitas Festival on September 26th. It was also noted that the newly renovated bus stop in Winters opened up for business, which is very exciting for the El Rio Villas residents.

CLOSED SESSION

Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to Government Code
Section 54956.9(d) (2): 1 case

Conference with Labor Negotiator: Lisa A. Baker, CEO; Janis Holt, Resource Administrator; Hope Welton, Agency Counsel

Bargaining Units: General; Management

Public Employment, Employee Appointment or Evaluation

Pursuant to Government Code Section 54957
Position title: Chief Executive Officer

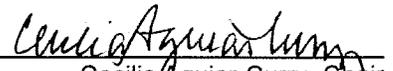
Public Report of action taken in Closed Session.

ADJOURNMENT

Next meeting is scheduled for October 29, 2015 at 2:00 p.m.



Julie Dachtler, Clerk
Yolo County Housing


Cecilia Aguiar-Curry, Chair
Yolo County Housing

Yolo County Housing
Yolo County, California

To: Co. Counsel ✓
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No.15-35 Item No. 10, of the Yolo County Housing meeting of October 29, 2015.

MOTION: Stallard. SECOND: Davis. AYES: Aguiar-Curry, Davis Johannessen, Stallard, Vanderford, Wienecke-Friedman. ABSENT: Thomson.

10.

Receive and File Information on Interim Flat Rent Rule (Holt and Chaudry)

Approved recommended action on Consent.



Yolo County Housing

147 W. Main Street
WOODLAND, CA 95695
TTY: (800) 545-1833, ext. 626

Woodland: (530) 662-5428
Sacramento: (916) 444-8982

DATE: October 29, 2015
TO: YCH Housing Commission
FROM: Lisa A. Baker, Chief Executive Officer
PREPARED BY: Janis R. Holt, General Director
SUBJECT: **RECEIVE UPDATE ON CHANGES TO INTERIM FLAT RENT RULE, PIH NOTICE 2015-13**

RECOMMENDED ACTIONS

That the Housing Commission:

1. Receive and file update on changes to HUD's Interim Flat Rent Rule, 24 CFR 960.253

BACKGROUND/DISCUSSION

Flat rents are market rate rents set on public housing as a means to help families on their path to self-sufficiency by allowing them to pay either an income based rent (based on 30% of adjusted gross income) or a straight flat, market, rent. They may choose either method of rent annually. For those who choose to pay a flat rent, families do not have to go through income verification for a period of up to three years. This allows families who are on the path to higher income to build financial capacity for themselves. Once a year, YCH conducts a market study to determine the correct flat, market, rent. On April 16, 2015, the Housing Commission approved the revised flat rent schedule for Yolo County Housing public housing units after a review of the local market survey of unassisted units in the jurisdiction.

Effective October 8, 2015, HUD issued supplemental guidance to the requirements for flat rents providing PHA's with additional flexibility in establishing flat rents. This was done due to rent issues in other parts of the country where it has been difficult to have families pay a true market rent.

The interim rule requires that flat rents must be set at no less than the lower of 80 percent of the applicable fair market rent, or based on a small area FMR that more accurately reflects local market conditions and is geographically smaller than the one that would otherwise be used.

Second, this interim rule provides that the PHA may submit to HUD a request for an exception to use a flat rental amount that is lower than the amount allowed under the two FMR's. Although this interim rule allows PHA's additional flexibility in establishing flat rents, it is not required. Upon review of this guidance and any potential impacts to YCH's implementation and

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

management of flat rents, staff has determined that the rule has no impact on the agency's current flat rent schedule and is within the required guidelines of the interim flat rent rule.

FISCAL IMPACT

None.

CONCLUSION

There is neither need nor requirement to change flat rents as adopted by the Commission. Staff recommends that the Board of Commissioners receive and file the update to the HUD Interim Rule Changes to Flat Rent.

Attachment: PIH Notice 2015-13



**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

Special Attention:

Public Housing Agencies (PHA)
Public Housing Hub Office Directors
Public Housing Program Center Directors
Regional Directors
Field Office Directors
Resident Management Corporations

NOTICE
PIH-2015-13 (HA)

Issued: September 8, 2015

Expires: Effective until amended, superseded, or rescinded

Cross References: 24 CFR Part 960, 24 CFR Part 903, and Notice PIH 2014-12

Subject: Changes to Flat Rent Requirements – FY 2015 Appropriations Act

1. PURPOSE

This notice implements Section 238 of Title II of P.L. 113-235, the Department of Housing and Urban Development Appropriations Act of 2015 (FY 2015 Appropriations Act). The FY 2015 Appropriations Act amended Section 210 of Title II of P.L. 113-76, the Department of Housing and Urban Development Appropriations Act of 2014. This Notice supersedes and replaces the guidance provided in Notice PIH 2014-12 and clarifies HUD's interpretation of the statutory amendment related to flat rents. This notice also serves as supplemental guidance to the interim rule published on September 8, 2015 with an effective date of October 8, 2015.

2. APPLICABILITY, BACKGROUND, AND HUD INTERPRETATION OF NEW STATUTORY REQUIREMENTS

This notice applies to PHAs that operate a public housing program. It also applies to families residing in, or applying to, the public housing program.

Moving to Work (MTW) PHAs operating a public housing program can exercise flexibility in regards to establishing flat rents, in accordance with the terms of their respective MTW Agreement and approved Annual MTW Plan. If an MTW PHA has not

exercised flexibility via the Annual MTW Plan, then the policies set forth in this Notice will apply to the MTW PHA.

The FY 2014 Appropriations Act required PHAs to establish flat rents at no less than 80 percent of the applicable Fair Market Rent (FMR). However, if a new flat rent amount for a unit increased a family's existing rental payment by more than 35 percent, then the new flat rent amount was required to be phased in as necessary to ensure that the family's existing rental payment did not increase by more than 35 percent annually. HUD implemented these requirements through Notice PIH 2014-12, which outlined the changes in the FY 2014 Appropriations Act and provided guidance to PHAs on how to implement the new changes. Through FAQs accompanying Notice PIH 2014-12, HUD provided flexibility to PHAs to phase in all flat rent increases over a three year period, including those increases that were 35 percent or less.

The FY 2015 Appropriations Act further amended the public housing rent requirements for flat rents. Specifically, the statute was amended to require that flat rents must be set at no less than the lower of 80 percent of:

1. the applicable fair market rental established under section 8(c) of this Act; or
2. at the discretion of the Secretary, such other applicable fair market rental established by the Secretary that the Secretary determines more accurately reflects local market conditions and is based on an applicable market area that is geographically smaller than the applicable market area used for purposes of the applicable fair market rental under section 8(c);

A PHA may apply for an exception waiver allowing for a flat rental amount for a property that is lower than the amount outlined in the options above. The Secretary may grant such an exception if HUD determines that the fair market rent for the applicable market area does not reflect the market value of the property and the proposed lower flat rental amount is based on a market analysis of the applicable market.

The FY 2015 Appropriations Act maintained the protection that any rent increase of more than 35 percent due to the flat rent changes must be phased in as necessary.

As flat rents are fully implemented, the higher rent levels will ensure that families with higher incomes pay an appropriate market-based rent. It is an important policy goal to provide scarce public resources to those most in need of deeply affordable housing. PHAs are therefore reminded that they have the discretion, in accordance with federal law and regulations (24 CFR 960.261; FR-4824-F-02), to establish occupancy policies that include the eviction of public housing tenants who are above the income limits for eligibility to participate in public housing programs. HUD encourages PHAs to provide a balance between the important goals of supporting the sustained self-sufficiency of families with the ever increasing demand for affordable housing units among families on their waiting lists.

3. SMALLER GEOGRAPHICAL AREA FMRs

PHAs may use a HUD-established FMR that is based on an area geographically smaller than the effective FMR published in the Federal Register. To satisfy this option, PHAs may use the applicable Small Area Fair Market Rent (SAFMR), which HUD will publish annually on its website (available at:

<http://www.huduser.org/portal/datasets/fmr/smallarea/index.html>). For some areas for which HUD does not publish a SAFMR, HUD will permit PHAs to use the unadjusted rent¹, which HUD will publish annually on its website. PHAs are not permitted to establish smaller geographical FMRs, different from these options. For areas where HUD has not determined a SAFMR or an unadjusted rent, PHAs must set rents at no less than 80 percent of the FMR, or apply for an exception flat rent pursuant to the requirements of Section 4 of this notice.

4. EXCEPTION FLAT RENTS

The FY 2015 Appropriations Act permits PHAs to request an exception flat rent that is lower than either 80 percent of the lower of the FMR or SAFMR/unadjusted rent if the PHA can demonstrate that these FMRs do not reflect the market value of a particular property or unit.

In order to demonstrate the need for an exception flat rent, PHAs are required to submit a market analysis methodology that demonstrates the value for the unit. While HUD does not prescribe a particular formula for determining the market analysis, PHAs must compare the public housing unit to unassisted units in the area using the following factors:

- Location, quality, size, unit type, age of the unit, and
- Amenities, housing services, maintenance, and utilities the PHA will provide under the lease.

These criteria are meant to assist PHAs in developing a common sense approach to valuing a unit. It remains important to note that the Department places a high priority on accurate rent determinations and requires that such determinations be performed in a documented, reasonable, and consistent manner. It is not, however, necessary or cost-effective to try to quantifiably document or separately evaluate each of these criteria. To the extent possible, rent valuation should be based on rents paid for similar units in the

¹ The unadjusted rent is the FMR estimated directly from the American Community Survey (ACS) source data that HUD uses to calculate FMRs before HUD applies its state non-metropolitan minimum rent policy. HUD maintains a minimum FMR policy within Housing Choice Voucher program (HCV) in response to numerous public concerns that FMRs in rural areas were too low to operate the HCV program successfully. The policy establishes the FMRs at the higher of the local FMR or the State-wide average FMR of non-metropolitan counties, subject to a ceiling rent cap. The rationale for having a state minimum FMR is that some low-income, low-rent non-metropolitan counties have ACS-based FMR estimates that appear to be below long-term operating costs for standard quality rental units and raise concerns about housing quality. State minimum FMRs have been set at the respective state-wide population weighted median non-metropolitan rent level, but are not allowed to exceed the U.S. median non-metropolitan rent level.

same general location that are also generally similar in terms of the overall quality of housing services provided. Any procedures or documentation used should reflect this approach.

PHAs may request an exception flat rent by sending an e-mail to flatrentexceptionrequests@HUD.GOV with the following information attached:

- The address, including unit number(s) of the unit or property for which the PHA is seeking an exception flat rent;
- The market analysis; and
- The proposed flat rent schedule.

PHAs must receive written HUD approval to utilize an exception flat rent prior to implementing the exception flat rent. PHAs that utilize exception flat rents must conduct a new market analysis, and obtain HUD approval, annually².

If HUD denies an exception flat rent request, HUD will provide a detailed written response regarding the reasons for the denial. If, after reviewing HUD's written denial, a PHA believes that HUD's decision was in error, a PHA may appeal the decision in writing to their local HUD field office no later than 30 days after receiving notification of the denial. The appeal should include any new information the PHA believes is necessary to supplement the original submission. If HUD denies the appeal, PHAs must immediately set flat rents at no less than the lower of 80 percent of the FMR or SAFMR pursuant to paragraph 6 of this Notice. While awaiting HUD response for any exception request or the appeal for an exception request, flat rents must be set at no less than 80 percent of the lower of the FMR or SAFMR, or at the exception flat rent level previously approved by HUD.

5. FMRs AND UTILITY PAYMENTS

Fair Market Rents (FMRs) are gross rent estimates that cover the rent plus the cost of all necessary utilities regardless of who actually pays the utilities. Although the inclusion of utilities in the FMR is an accurate estimate of the cost of renting a unit in a particular area, their inclusion for purposes of setting Public Housing flat rents may lead to families paying more in gross rent if the rent is not adjusted to reflect utility payments. Specifically, families that pay a flat rent for public housing units and that pay their own utilities would pay more in gross rent (i.e., rent plus utilities) than a family in a similarly situated unit where the PHA pays the utilities.

For example, if an agency sets the flat rent for 1-BR units at exactly 80 percent of the FMR, (totaling \$400), a family renting a unit where the PHA pays the utilities would pay \$400, and a family that rents a unit where they are responsible for paying utilities would

² PHAs that submit an exception request prior to the publishing of final FY 2016 FMRs (likely in October 2015) will not be required to submit another exception request until HUD publishes final FY 2017 FMRs (likely in October 2016).

pay \$400 plus the cost of utilities. In this case, the family paying for utilities directly pays more because they are renting a unit where they are responsible for their own utility payments.

To address this issue when establishing flat rents, PHAs must consider who is responsible for direct utility payments to the utility company, and adjust the flat rent accordingly. Specifically, if an agency is responsible for paying for utilities to the utility company, no adjustment is necessary when setting flat rents. However, if the family is responsible for making direct utility payments to the utility company, the PHA must adjust the flat rent amount downward, using a utility allowance, to account for reasonable utility costs of an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. For flat rents that are set at 80 percent of FMR, PHAs must first determine 80 percent of FMR for each bedroom-size, and then reduce that amount by the utility allowance. For example, if 80 percent of FMR for a 1-BR unit is \$400 and the estimated cost of the utilities is \$50 per month, then the resulting rent after utilities reduction would be \$350. PHAs should also consider utility payments where flat rents are set above 80 percent of FMR and incorporate such adjustments as necessary.

6. FLAT RENT POLICIES – HOW TO COMPLY ON AN ANNUAL BASIS

In order to comply with the flat rent requirements annually, no later than 90 days after issuance of new FMRs or SAFMRs by HUD, the PHA must:

- 1) Compare the current flat rent amount to the applicable FMR and SAFMR/unadjusted rent:
 - a) If the flat rent is at least 80 percent of the lower of the FMR or SAFMR/unadjusted rent, the PHA is in compliance with the law, and no further steps are necessary;
 - b) If the flat rent is less than 80 percent of the lower of the FMR and SAFMR, the PHA must set flat rents at no less than 80 percent of the lower of the FMR or SAFMR/unadjusted rent, subject to the utilities adjustment in section 5 of this notice, or the PHA may request an exception flat rent pursuant to the requirements of Section 4 of this notice;
- 2) Update the flat rent policies in the Admissions and Continued Occupancy Policies (ACOP) as necessary;
- 3) At all new admissions, permit the family to choose between the flat rent amount and the income-based rent; and
- 4) For families that are current public housing residents, offer the updated flat rent amount at the next annual rent option, and permit the family to choose between the flat rent amount and the income-based rent, subject to the requirements of Section 7 of this notice.

7. FLAT RENT INCREASE PHASE-IN REQUIREMENTS

In compliance with the FY 2014 Appropriations Act, Notice PIH 2014-12 required that if an existing tenant's rental payment would be increased by more than 35 percent as a result of changes to the flat rent amount, the increase must be phased-in such that a family would not experience an increase in their rental payment of more than 35 percent in any one year. Through Notice PIH 2014-12, HUD provided additional flexibility that would permit PHAs to phase in all rent increases resulting from the new flat rent requirements over a three year period. However, the FY 2015 Appropriations Act provides PHAs additional flexibility to establish flat rents at lower amounts, thereby eliminating the need for the three-year phase-in of all flat rent increases. Therefore, pursuant to this Notice, the only flat rent increases that may be phased-in are those where a family's rent will increase by more than 35 percent. PHAs that began phase-ins for families with rent increases at 35 percent or less do not need to take any immediate action to update the flat rents for such families, but at the family's next annual rent option, the requirements outlined below shall apply.

In order to determine how to phase-in increases in rental payments, PHAs must:

- 1) On a case-by-case basis, at the family's next annual rent option, compare the updated flat rent amount applicable to the unit to the rent that was being paid by the family immediately prior to the annual rent option;
 - a. If the new flat rent amount would not increase a family's rental payment by more than 35 percent, the family may choose to pay either the updated flat rent amount or the previously calculated income-based rent;
 - b. If the PHA determines that the updated flat rent amount would increase a household's rental payment by more than 35 percent, the family may choose to pay the phased-in flat rent amount resulting from the flat rent impact analysis or the previously calculated income-based rent.

Example 1 – Flat Rent Increase Does Not Require Phase-In

The Gordon family is currently paying the flat rent amount of \$350 per month, rather than the income-based rent of \$500. When the Gordon family meets with the PHA to discuss rent options for the upcoming year, the PHA informs the Gordon family that the flat rent amount has increased to \$450 per month. Because the increase in the flat rent amount does not represent an increase of more than 35 percent from the Gordon's previous rental payment amount, they have the option to pay the new flat rent amount of \$450, or pay the income based rent based of \$500. The Gordon family chooses to pay the new flat rent amount of \$450.

Initial Flat Rent: \$350

New Flat Rent: \$450

Family Rent Increase Impact Analysis:

Initial Household Rent	New Flat Rental amount	Impact Analysis (HRx1.35)	Income-Based Rent	New Household Rent
\$350	\$450	\$472.5	\$500	\$450

Example 2 – Flat Rent Increase Requires Phase-In

The Jones family is currently paying the flat rent amount of \$500 per month. When the Jones family meets with the PHA to discuss rent options, the PHA tells the family that the flat rent amount has increased to \$700. However, the PHA tells the family that the family's flat rent payment would only increase to \$675 because flat rent changes must be phased-in as necessary to ensure that the family's existing rental payment does not increase by 35 percent or more annually. The family has the option to pay either the \$675 per month, or an income-based rent of \$800 per month based on the most recent examination of the Jones' family income. The Jones family chooses to pay the flat rent amount of \$675.

Initial Household Rent: \$500

New Flat Rent: \$700

New Household Rent: \$675

At the next annual rent option meeting between the Jones family and the PHA, the PHA informs the Jones family that the flat rent amount has increased to \$750 per month due to an increase in the FMR. Because the new flat rent amount represents less than a 35 percent increase from the previous rental payment, the Jones family has the option to pay the new flat rent amount of \$750 or the income-based rent amount of \$800 based on the most recent examination of family income and composition. The Jones family chooses to pay the new flat rent amount of \$750.

Initial Household Rent: \$700

New Flat Rent: \$750

New Household Rent: \$750

Family Rent Increase Impact Analysis:

Year	Initial Household Rent	New Flat Rental amount	Impact Analysis (HR x 1.35)	Income-Based Rent	New Household Rent
1	\$500	\$700	\$675	\$800	\$675
2	\$675	\$750	\$911.25	\$800	\$750

8. CONDUCTING ANNUAL RENT OPTIONS

HUD regulations at 24 CFR 960.253(a) requires PHAs to annually give families the option to choose between paying the flat rent or the income-based rent, and stipulates that PHAs may not give families the option more than once per year, except in the case that the family has chosen the flat rent and experiences a financial hardship. Further, 24 CFR 960.253(e) stipulates that PHAs provide sufficient information to allow a family to make an informed choice regarding rent options. PHAs must provide at least the following information:

- The PHA's policies on switching the type of rent due to financial hardship;
- The dollar amount of the flat rent and the income-based rent.

For families who choose to pay flat rents, PHAs are provided the flexibility not to conduct income re-examinations annually. HUD regulations at 24 CFR §960.253(e)(2) and §960.257(a)(2) provide that for families that chose to pay flat rents PHAs must conduct re-examinations of family income at least once every three years, not annually. In years when a PHA does not conduct a full re-examination of family income, PHAs are not released from the requirement to give the family the option of paying the flat rent or the income-based rent as calculated from the most recent examination of family income and composition.

In order for PHAs to comply with the requirements to conduct an annual rent option, and to provide families with sufficient information to make an informed choice, PHAs must do the following:

At initial occupancy, or in any year where a current program participating family is paying the income-based rent:

- 1) Conduct a full examination of family income and composition at the first annual rent option (Year 1);
- 2) Inform the family of the flat rent amount and the rent amount determined by the examination of family income and composition;
- 3) Inform the family of the PHA's policies on switching rent types due to financial hardship; and
- 4) Apply the family's rent decision at the next lease renewal.

At the second and third annual rent options, for families that choose to switch from income based rent to pay the flat rent:

- 1) PHAs may, but are not required to conduct a full examination of family income and composition for the second and third annual rent options. If a PHA chooses not to conduct an examination of family income for these annual rent options, PHAs must use the income information from the examination of family income and composition from the first annual rent option;

- 2) PHAs must inform the family of the updated flat rent amount, and the rent amount determined by the most recent examination of family income and composition;
- 3) PHAs must inform the family of the PHA's policies on switching rent types due to financial hardship; and
- 4) PHAs must apply the family's rent decision at the next lease renewal.

For the purpose of conducting the rent option meeting for a family that has paid the flat rent for the previous three years, and for which the PHA has not conducted a re-examination of family income and composition in the last three years, the PHA must complete a full re-examination of family income and composition in order to update the income-based rent amount.

PHAs are reminded that the flat rent amount a family pays is not locked in for the three year period. Instead, the PHA must revise the flat rent amount from year to year based on changes to the FMR. Families currently paying the flat rent amount must be offered the choice between the updated flat rent amount, and the previously calculated income-based rent.

9. CONTACT INFORMATION

If you have questions regarding this Notice, please contact your local HUD Field Office.

10. PAPERWORK REDUCTION ACT

The information collections referenced in this Notice have been approved by OMB pursuant to the Paperwork Reduction Act under, OMB# 2577-0220 and OMB# 2577-0226.

/s/

Lourdes Castro Ramirez
Principal Deputy Assistant Secretary for
Public and Indian Housing

Yolo County Housing
Yolo County, California

To: Co. Counsel ✓
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No.15-35 Item No. 11, of the Yolo County Housing meeting of October 29, 2015.

MOTION: Stallard. SECOND: Davis. AYES: Aguiar-Curry, Davis Johannessen, Stallard, Vanderford, Wienecke-Friedman. ABSENT: Thomson.

11. Review, Approve and Adopt Resolution Authorizing Yolo County Housing to Execute Standard Agreement for Drought Housing Relocation Assistance Program (DHRA) Grant (Brock)

Approved **Resolution No. 15-07** 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: October 29, 2015

TO: Housing Commission

FROM: Lisa A. Baker, Chief Executive Officer

PREPARED BY: Colleen Brock, Senior Management Analyst

SUBJECT: Review, Approve and Adopt Resolution Authorizing Yolo County Housing to Execute Standard Agreement for Drought Housing Relocation Assistance Program (DHRA) Grant.

RECOMMENDED ACTIONS:

It is recommended that the Housing Commission:

1. Adopt Resolution Authorizing Yolo County Housing (YCH) to Execute Standard Agreement, any amendments thereto, and any related documents necessary to participate in the California State Department of Housing and Community Development, Drought Housing Relocation Assistance Program (DHRA).
2. Authorize the CEO as the designated official to act on behalf of YCH in all matters relating to the above named grant, including standard agreements, amendments, grant documentation, reports and funding requests, subject to review and concurrence of Agency General Legal Counsel.

BACKGROUND/DISCUSSION

On July 20, 2015, the California Department of Housing and Community Development made available drought housing relocation assistance (DHRA) program funds. These funds are designed to provide relocation and rental subsidies for individuals who lack reasonable access to potable water as a result of the current drought. This drought relief program was developed to allow those tenants and homeowners that meet program guideline eligibility requirements the ability to relocate and receive rental assistance for 12 months. Access to funds is based on community need.

Yolo County requested to become a Sponsor of this program and was recently approved. Yolo County Housing, in collaboration with the Office of Emergency Services, would act as Provider of the program by marketing the availability of DHRA funds and providing assistance to individuals meeting eligibility requirements. There are no currently identified needs within the County, so YCH will engage in a public awareness campaign to ensure

that those in need of assistance are aware of the opportunity. YCH can access \$150,000 to up to \$1 million in assistance payments, moving expenses and related costs. This is similar to the rapid re-housing drought grant funds that YCH has operated on behalf of the County in accordance with its grants management agreement with the County. Those funds will end at the end of this year, so there is sufficient staff capacity to operate the program should relocation become necessary.

FISCAL IMPACT

No Fiscal Impact.

CONCLUSION:

As Sponsor of the DHRA program, The County Board of Supervisors will consider adopting a resolution naming YCH as the DHRA Provider on October 27, 2015. As Provider of the DHRA program, The Housing Commission will need to approve and adopt a resolution designating YCH as the DHRA Provider.

This will enable Yolo County residents (homeowners and tenants) with dry wells and/or lack of potable water to relocate to alternative housing with accessible water access, while their well or other water issues get resolved.

**YOLO COUNTY HOUSING
RESOLUTION NO. 15-07**

(Resolution authorizing Housing Authority of the County of Yolo to Execute Standard Agreement for Drought Housing Relocation Assistance Program (DHRA) Grant)

WHEREAS,

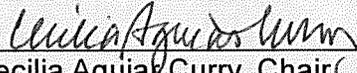
- A. The California Department of Housing and Community Development (the "Department") is authorized by Chapter 3, Statutes of 2014 (SB 104) to allocate Drought Housing Relocation Assistance ("DHRA") Program funds.
- B. On July 20, 2015, the Department issued a request for Letters of Interest from Counties designating the DHRA Provider (the "Request")
- C. In response to the 2015 Request, Yolo County a subdivision of the State of California, (the "Applicant"), designated Housing Authority of the County of Yolo as the Provider for the DHRA Program.
- D. The Housing Authority of the County of Yolo wishes to participate as Provider for the DHRA program.

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND

- 1. The Housing Authority of the County of Yolo wishes to participate in the DHRA Program for an initial allocation of up to \$150,000, and up to an additional allocation, of up to \$850,000 more (for a total maximum allocation of \$1 Million).
- 2. In HCD accepting the designation as Housing Authority of the County of Yolo as Provider, then the Provider hereby agrees to use DHRA funds for eligible activities in the manner prescribed by the DHRA Program Guidelines. The Provider may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the DHRA program (collectively, the required documents).
- 3. The Housing Commission of the Housing Authority of the County of Yolo authorizes Lisa Baker, CEO or her designee(s) to execute, in the name of the applicant, the required documents.

PASSED AND ADOPTED, by the Housing Commission of the Housing Authority of the County of Yolo, State of California, this 29th day of October, 2015 by the following vote:

AYES: Aguiar-Curry, Davis, Johannessen, Stallard, Vanderford, Wienecke-Friedman
NOES: None.
ABSTAIN: None.
ABSENT: Thomson.



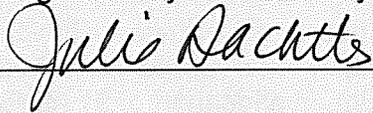
Cecilia Aguiar Curry, Chair
Housing Commission of the
Housing Authority of the County of Yolo

Approved as to Form:

By 

Hope Welton, Agency Counsel

Attest:
Julie Dachtler, Clerk
Housing Commission of the
Housing Authority of the County of Yolo

By 



Yolo County Housing
Yolo County, California

To: Co. Counsel ✓
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No.15-35 Item No. 12, of the Yolo County Housing meeting of October 29, 2015.

MOTION: Stallard. SECOND: Davis. AYES: Aguiar-Curry, Davis Johannessen, Stallard, Vanderford, Wienecke-Friedman. ABSENT: Thomson.

12.

Review, Approve and Adopt Resolutions, Commendations and Certificates in Recognition of YCH Partners

Approved recommended action, including the two additional partners noted on the green paper.



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: October 29, 2015
TO: YCH Board of Commissioners
FROM: Lisa A. Baker, Executive Director
PREPARED BY: Janis Holt, General Director
SUBJECT: **Revised Approval of Certificates in Recognition of YCH Partners.**

RECOMMENDED ACTION

That the Board of Commissioners Revised List of Certificates in Recognition of YCH Partners.

BACKGROUND / DISCUSSION

There is a revision to add the following two YCH partners to the list of Certificates of Appreciation to be issued during the 65th anniversary partner recognition event: to :

- Woodland Sunrise Rotary
- Yolo Conflict Resolution Center



Yolo County Housing

147 W. Main Street
WOODLAND, CA 95695
TTY: (800) 545-1833, ext. 626

Woodland: (530) 662-5428
Sacramento: (916) 444-8982

DATE: October 29, 2015
TO: YCH Housing Commission
FROM: Lisa A. Baker, Chief Executive Officer
PREPARED BY: Janis R. Holt, General Director
SUBJECT: **REVIEW AND APPROVE COMMENDATIONS AND CERTIFICATES IN RECOGNITION OF YCH PARTNERS**

RECOMMENDED ACTIONS

That the Housing Commission:

1. Approve Commendations and Certificates of Recognition of YCH Partners.

BACKGROUND/DISCUSSION

YCH recognizes that in order to fulfill our mission, we require the support and partnership of our federal, state and local agencies. During the 65th Anniversary Open House & Partner Recognition event on October 29, 2015. YCH will take the opportunity to present commendations and certificates to those who, on a daily basis, help us to fulfill our mission. Staff recommends Commendations to the following:

- U.S. Department of Housing and Urban Development
- State of California, Department of Housing and Community Development
- United States Department of Agriculture, Rural Development
- City of Davis
- City of West Sacramento
- City of Winters
- City of Woodland
- County of Yolo

YCH commends these agencies for their professionalism and support, including technical assistance, financial investment and ongoing partnership with the Agency.

In addition, staff asks that the following organizations receive Certificates of Recognition for their provision of services to our residents and participants. They help YCH fulfill its mission of giving a hand up to households who receive services through our Agency.

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

- Alcoholics Anonymous
- Bryte Broderick Community Action Network
- Butte County Office of Education – Migrant Education Program
- Center for Land Based Learning
- California Highway Patrol
- Center for Families
- CommuniCare Health Centers
- Community Medical Centers
- Continuing Development Inc.
- Davis Sunrise Rotary Club
- Davis Community Meals
- Davis Unified School District
- Diocese of Sacramento
- Dixon Unified School District
- Elica Health Centers
- Empower Yolo
- ExperienceWorks
- First Five Yolo
- Food4Less
- Dixon Unified School District
- Elderly Nutrition Program (People Resources, Inc.)
- First Northern Bank
- Food Bank of Yolo County
- Health Education Council
- Legal Services of Northern California
- Lord’s Gym
- Mexican American Concilio
- Narcotics Anonymous
- Pacific Gas & Electric Company
- RISE, Inc.
- Turning Point
- University of California, Davis
 - Taller Arte Del Nuevo Amanacer (TANA)
 - Hermanos Macehual
 - Mujeres Ayudando La Raza
 - Cal-Agribility
 - John Muir Institute
- University Covenant Church
- Unitarian Universalist Church of Davis
- West Sacramento Friends of the Library
- West Sacramento Historical Society
- West Sacramento Holiday Gift Basket Program

- Winters Friends of the Library
- Winters Health Care
- Woodland Community College
- Woodland Health Care
- Woodland Joint Unified School District
- YMCA – East Bay
- Yolo Arts Council
- Yolo County Children’s Alliance
- Yolo County Office of Education
- Yolo County Transportation District
- Yolo Interfaith Immigration Network (YIIN)

FISCAL IMPACT

None.

CONCLUSION

Staff recommends that the Board of Commissioners approve the proposed commendations and certificates to these agencies.



65th Anniversary COMMENDATION 2015

United States Department Housing and Urban Development

WHEREAS, the United States Department of Housing and Urban Development (HUD) is a key partner of Yolo Housing; *and*

WHEREAS, that partnership plays a substantial role in assisting Yolo Housing with fulfilling their mission of “We Build Community”; *and*

WHEREAS, the professionalism, customer-service, technical assistance and program support of the staff of this agency is exemplary, *and*

WHEREAS, HUD provided funding to build public housing and provides necessary funding to maintain and sustain public housing through capital funds and operating subsidy keeping them functional and affordable;

WHEREAS, HUD provides subsidies to private landlords for the elderly and disabled in need of affordable housing; *now, therefore, be it*

RESOLVED, that the Yolo Housing Commission extends its sincere appreciation to the United States Department of Housing and Urban Development for their outstanding service and look forward to working in partnership for the next 65 years.

COMMENDATION PASSED AND APPROVED unanimously this 29th day of October 2015.

Cecilia Aguiar-Curry
Yolo Housing Commission



**COMMENDATION
65th Anniversary
State of California
Department of Housing and Community
Development**

WHEREAS, the State of California Department of Housing and Community Development (HCD) is a key partner of Yolo Housing; *and*

WHEREAS, that partnership plays a substantial role in assisting Yolo Housing with fulfilling their mission of “We Build Community”; *and*

WHEREAS, the professionalism, customer-service, technical assistance and program support of the staff of this agency is exemplary, *and*

WHEREAS, HCD funding provides assistance in the development of affordable housing and needed community infrastructure, as well as necessary agricultural housing services to migrant seasonal farm workers and contributes support to the economy of the County of Yolo; *now, therefore, be it*

RESOLVED, that the Yolo Housing Commission extends its sincere appreciation to the State of California Department of Housing and Community Development for their outstanding service and look forward to working in partnership for the next 65 years.

COMMENDATION PASSED AND APPROVED unanimously this 29th day of October 2015.

Cecilia Aguiar-Curry
Yolo Housing Commission



65th Anniversary COMMENDATION 2015

United States Department of Agriculture Rural Development

WHEREAS, the United States Department of Agricultural (USDA) Rural Development is a key partner of Yolo Housing; *and*

WHEREAS, that partnership plays a substantial role in assisting Yolo Housing with fulfilling their mission of “We Build Community”; *and*

WHEREAS, the professionalism, customer-service, technical assistance and program support of the staff of this agency is exemplary, *and*

WHEREAS, USDA Rural Development funding provided for the reconstruction/rehabilitation of agricultural housing facilities at Madison and Davis and permanent farm worker housing in Davis; *now, therefore, be it*

RESOLVED, that the Yolo Housing Commission extends its sincere appreciation to the United States Department of Agricultural Rural Development for their outstanding service and look forward to working in partnership for the next 65 years.

COMMENDATION PASSED AND APPROVED unanimously this 29th day of October 2015.

Cecilia Aguiar-Curry
Yolo Housing Commission



65th Anniversary COMMENDATION 2015 City of Davis

WHEREAS, the City of Davis is a key partner of Yolo Housing; *and*

WHEREAS, that partnership plays a substantial role in assisting Yolo Housing with fulfilling their mission of “We Build Community”; *and*

WHEREAS, the professionalism, customer-service, technical assistance and program support of the staff of this agency is exemplary, *and*

WHEREAS, the City of Davis has supported our mission, effectively collaborated on joint projects such as Eleanor Roosevelt Circle, Cesar Chavez Plaza, Pacifico, and partnered for service delivery and information sharing; *and*

WHEREAS, the City of Davis has collaborated with Yolo Housing in ending homelessness and in providing affordable housing; *now, therefore, be it*

RESOLVED, that the Yolo Housing Commission extends its sincere appreciation to the City of Davis for their outstanding service and look forward to working in partnership for the next 65 years.

COMMENDATION PASSED AND APPROVED unanimously this 29th day of October, 2015.

Cecilia Aguiar-Curry
Yolo Housing Commission



65th Anniversary COMMENDATION 2015 City of West Sacramento

WHEREAS, the City of West Sacramento is a key partner of Yolo Housing;
and

WHEREAS, that partnership plays a substantial role in assisting Yolo Housing with fulfilling their mission of “We Build Community”; *and*

WHEREAS, the professionalism, customer-service, technical assistance and program support of the staff of this agency is exemplary, *and*

WHEREAS, the City of West Sacramento has supported our mission, effectively collaborated on joint issues and projects such as Bridge to Housing, National Night Out, and partnered for service delivery and information sharing;
and

WHEREAS, the City of West Sacramento has provided funding in support of activities of the Bridge to Housing Pilot Project; *now, therefore, be it*

RESOLVED, that the Yolo Housing Commission extends its sincere appreciation to the City of West Sacramento for their outstanding service and look forward to working in partnership for the next 65 years.

COMMENDATION PASSED AND APPROVED unanimously this 29th day of October, 2015.

Cecilia Aguiar-Curry
Yolo Housing Commission



65th Anniversary COMMENDATION 2015 City of Winters

WHEREAS, the City of Winters is a key partner of Yolo Housing; *and*

WHEREAS, that partnership plays a substantial role in assisting Yolo Housing with fulfilling their mission of “We Build Community”; *and*

WHEREAS, the professionalism, customer-service, technical assistance and program support of the staff of this agency is exemplary, *and*

WHEREAS, the City of Winters has supported our mission, effectively collaborated on joint projects between jurisdictions and joint projects such as the sewer system, *now, therefore, be it*

RESOLVED, that the Yolo Housing Commission extends its sincere appreciation to the City of Winters for their outstanding service and look forward to working in partnership for the next 65 years.

COMMENDATION PASSED AND APPROVED unanimously this 29th day of October 2015.

Cecilia Aguiar-Curry
Yolo Housing Commission



65th Anniversary COMMENDATION 2015 City of Woodland

WHEREAS, the City of Woodland is a key partner of Yolo Housing; *and*

WHEREAS, that partnership plays a substantial role in assisting Yolo Housing with fulfilling their mission of “We Build Community”; *and*

WHEREAS, the professionalism, customer-service, technical assistance and program support of the staff of this agency is exemplary; *and*

WHEREAS, the City of Woodland has supported our mission, effectively collaborated on joint issues and projects such as street improvements on Lemen, homeless services, the rehabilitation of Crosswood Apartments, TANA, and partnered for service delivery and information sharing; *and*

WHEREAS, the City of Woodland has provided funding of improvements for the creation of a new community center and at Cottonwood Meadows; *now, therefore, be it*

RESOLVED, that the Yolo Housing Commission extends its sincere appreciation to the City of Woodland for their outstanding service and look forward to working in partnership for the next 65 years.

COMMENDATION PASSED AND APPROVED unanimously this 29th day of October 2015.

Cecilia Aguiar-Curry
Yolo Housing Commission



65th Anniversary COMMENDATION 2015 County of Yolo

WHEREAS, the County of Yolo is a key partner of Yolo Housing; *and*

WHEREAS, that partnership plays a substantial role in assisting Yolo Housing with fulfilling their mission of “We Build Community”; *and*

WHEREAS, the professionalism, customer-service, technical assistance and program support of the staff of this agency is exemplary, *and*

WHEREAS, the County of Yolo has supported our mission, effectively collaborated on joint issues and initiatives, and partnered for service delivery and information sharing such as in the Helen Thomson Homes, grants management, and Bridge to Housing; *now, therefore, be it*

RESOLVED, that the Yolo Housing Commission extends its sincere appreciation to the County of Yolo for their outstanding service and look forward to working in partnership for the next 65 years.

COMMENDATION PASSED AND APPROVED unanimously this 29th day of October 2015.

Cecilia Aguiar-Curry
Yolo Housing Commission

Yolo County Housing
Yolo County, California

To: Co. Counsel ✓
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No.15-35 Item No. 13, of the Yolo County Housing meeting of October 29, 2015.

MOTION: Stallard. SECOND: Davis. AYES: Aguiar-Curry, Davis Johannessen, Stallard, Vanderford, Wienecke-Friedman. ABSENT: Thomson.

13.

Review, Approve And Adopt Resolution For Completion Of California Office Of Emergency Services Form 130 For Yolo County Housing (Castillo and Gillette)

Approved **Resolution No. 15-08** on Consent.



Yolo County Housing

Lisa A. Baker, Chief Executive Officer

147 W. Main Street
WOODLAND, CA 95695

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

DATE: October 29, 2015
TO: YCH Housing Commission
FROM: Lisa A. Baker, Chief Executive Officer

PREPARED BY: Alberto Castillo, IT/IS Manager

SUBJECT: **REVIEW, APPROVE AND ADOPT RESOLUTION FOR COMPLETION OF CALIFORNIA OFFICE OF EMERGENCY SERVICES FORM 130 FOR YOLO COUNTY HOUSING**

RECOMMENDED ACTIONS:

That the Housing Commission:

Review, Approve and Adopt a Resolution Authorizing the completion and submission of CalOES form 130; and authorize the CEO to execute.

BACKGROUND / DISCUSSION:

The CalOES 130 is a form that must be on file with CalOES & FEMA in order to receive reimbursement for all emergency/disaster funding sources (State and Federal). This action will simplify the recovery of funds from Federal and State sources following any disaster operation that affects the agency. In accordance with Yolo County Housing's membership in Joint Emergency Management Services (JEMS) and with its Disaster Plan and in light of the recent fires, it would in the best interest of the agency to have this form on file. The form is good for three years and will require renewal in 2018.

FISCAL IMPACT:

There is no immediate fiscal impact but having this on file in advance of any declared emergency will assist in the recovery of funds spent in the response to a declared emergency.

CONCLUSION:

Staff recommends adoption

Attachments:

Resolution
CalOES Form 130

**YOLO COUNTY HOUSING
RESOLUTION NO. 15 -08**

(Resolution to Chief Executive Officer to Execute CalOES Form 130)

WHEREAS, the Housing Authority of the County of Yolo ("YCH") is a member of the Operational Area Coordinating Group;

WHEREAS, the disaster plan outlines the need to seek reimbursement from State and Federal sources following a disaster; and

WHEREAS, the approved CalOES form 130 on file with the County of Yolo OES will simplify this task.

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Housing Commission of the Housing Authority of the County of Yolo, as follows:

1. The foregoing recitals are true and correct.

2. The Housing Commission hereby approves that the Housing Authority of the County of Yolo submit the completed CalOES form 130 to the Yolo County OES office for submission to the State of California.

3. The Housing Commission hereby authorizes the Chief Executive Officer, on behalf of
The Housing Authority of the County of Yolo, to execute the CalOES Form 130.

EFFECTIVE DATES: This Resolution shall take effect from and after the date of its adoption

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Housing Commission OF THE Yolo County Housing
(Governing Body) (Name of Applicant)

THAT Cecilia Aguiar-Curry, **Chair**, OR
(Title of Authorized Agent)

N/A, OR
(Title of Authorized Agent)

N/A
(Title of Authorized Agent)

Is hereby authorized to execute for and on behalf of the Yolo County Housing, a public entity
(Name of Applicant)

Established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Yolo County Housing, a public entity established under the laws of the State of California,
(Name of Applicant)

Hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 29th day of October, 2015

Cecilia Aguiar-Curry, Chair
(Name and Title of Governing Body Representative)

N/A
(Name and Title of Governing Body Representative)

N/A
(Name and Title of Governing Body Representative)

CERTIFICATION

I Julie Dachtler, duly appointed and Clerk of the Board of
(Name) (Title)

Yolo County Housing, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Housing Commission of the Yolo County Housing
(Governing Body) (Name of Applicant)

On the 29th day of October, 2015.

Julie Dachtler
(Signature)

Clerk of the Board
(Title)

CalOES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

Yolo County Housing
Yolo County, California

To: Co. Counsel ✓
Yolo County Housing ✓

CONSENT CALENDAR

Excerpt of Minute Order No.15-35 Item No. 14, of the Yolo County Housing meeting of October 29, 2015.

MOTION: Stallard. SECOND: Davis. AYES: Aguiar-Curry, Davis Johannessen, Stallard, Vanderford, Wienecke-Friedman. ABSENT: Thomson.

14.

Receive and File Unaudited Financial Report for the Year Ending June 30, 2015 (Gillette and Baker)

Approved recommended action on Consent.



Yolo County Housing

DATE: October 29, 2015

TO: YCH Board of Commissioners

FROM: Lisa A. Baker, Chief Executive Officer

PREPARED BY: Jim Gillette, Finance Director

SUBJECT: **Receive and File Unaudited Financial Report for the Year Ending June 30, 2015**

RECOMMENDED ACTION:

Receive and file the unaudited financial report for the fiscal year ending June 30, 2015

BACKGROUND/DISCUSSION:

Annually each housing authority is required to submit to HUD its "Unaudited" Financial Data Schedule by the end of the second month after the housing authority's year end with an automatic fifteen day extension prior to imposing penalties. YCH's Unaudited Financial Data Schedule (FDS) has been submitted to HUD as required. A summary of the results is included in this document with the printed FDS reports attached. Depreciation is a "non-cash" expense which spreads the cost of capital assets over their useful life, but which has no useful meaning for a public agency not subject to income tax and is therefore ignored in the analysis.

The agency experienced another very challenging year with the impact of continuing to operate with reduced budget allocations at levels from HUD that were higher than in the prior year, but only about 81% of contractual funding.

Nevertheless, we did realize across the board savings from water conservation and other cost-cutting measures and we were able to use some of this savings to fund another \$146,131 of the unfunded OPEB liability.

Below is a program by program overview. A more detailed discussed will be incorporated into the audited financial statements to be presented at a future meeting.

- **Low Income Public Housing**
 - All three public housing Asset Management Projects (AMPs) receive an Operating Subsidy from HUD.
 - The program combined had an operating increase to fund balance of \$314,711 (excluding depreciation) on revenue of \$3,052,704;
 - The operations of all three AMPs are subsidized by a portion of the annual Capital Fund grants which are used to help pay for normal operating expenses (line 1406), staff training and tenant services (line 1408), Fees and Costs (line 1430) such as architectural fees and Plan Updates and Dwelling Equipment (line 1465.1) and Non-Dwelling Equipment (line 1475) that are durable but do not meet agency capitalization criteria (stoves, refrigerators, water heaters, etc);
 - Capital Fund grants also subsidize capital improvements that meet the agency capitalization criteria (roads, wells, building rehab, etc.). These improvements are shown on the balance sheet while the subsidy is shown as revenue, which will appear as an increase to fund balance in the financial statements;
 - Income earned in the AMPs is restricted for use within the AMPs.
 - **Woodland (AMP1)** – An increase in fund balance of \$97,696 (excluding depreciation) on revenues of \$1,077,486 which includes \$412,533 of operating subsidy and \$35,290 of capital fund subsidy.
 - **Winters (AMP2)** – An increase in fund balance of \$70,188 (excluding depreciation) on revenues of \$1,068,633 which includes \$379,573 of operating subsidy and \$32,236 of capital fund subsidy.
 - **West Sacramento (AMP3)** – An increase in fund balance of \$146,827 (excluding depreciation) on revenues of \$906,585 which includes \$264,692 of operating subsidy and \$179,708 of capital fund subsidy.
- **Rural Rental Assistance Payments – Davis Solar Homes** had a loss for the current year related to abnormally high turnover and deferred maintenance costs.
- **Resident Opportunity and Supportive Services – ROSS Grant** is a reimbursement program for specific types of expenses related to self-sufficiency programs within our public housing portfolio. Any small income or loss is the result of timing differences between the actual expenses incurred and the billing for the related reimbursements.

- **Housing Choice Vouchers** – Though the administration and management of this program is combined in the attached reports, we have highlighted the notable items below.

Revenue for the HCV administration and management portion of the program from HUD during the year was \$1,179,364. This is \$129,747 higher than the prior year and equated to an increase in fund balance of \$179,385. This additional funding included \$62,273 of specific adjustments during the year.

The Housing Assistance Payments (HAP) funded by HUD during the year was \$10,681,165 which was \$400,060 lower than the net program payments. This represents a decrease to the HAP reserves (NRA) which was used to grow the program by over 3% (50 families) during the year. In the prior year, a federally imposed moratorium on issuing new vouchers had caused the program to shrink during the Sequester.

Additionally, HUD withheld funding \$619,834 of potential HAP funding for the program which is only considered income once it is actually funded by HUD. This amount is not included in the numbers shown here, but will be more appropriately shown as a receivable and unearned income in the audited financials.

- **Discretely Presented Component Unit (Crosswood Apartments under New Hope Crosswood Associates LP)** - A reimbursement program for specific types of expenses related to self-sufficiency
- **Blended Component Unit (combines both Crosswood Apartments and New Hope CDC).** Though these programs will be shown in more detail in the audited financial statements, so we have highlighted notable items from each program below:
 - **Crosswood Apartments (prior to sale to New Hope Crosswood Associates LP)** essentially broke even (excluding depreciation and the impact of the sale) for the year. This property was transferred to a tax credit partnership on August 29, 2015 and the impact of the sale transaction will be discussed in greater detail in the audited financial statements.
 - **New Hope CDC** has an increase in fund balance of \$1,102,406 (excluding depreciation and the impact of the sale of Crosswood to a subsidiary of New Hope CDC) for the year. This income includes the recognition of the \$1,000,528 of deferred developer and asset management fees related to Crosswood, Rochdale Grange and Cesar Chavez Plaza that will be received from the various entities over the next ten years. The remaining increase of \$101,878 relates to Cottonwood Senior Apartments improved occupancy, rent collections, and cost controls.
- **State & Local (Pacifico, ADMH/Helen Thompson Homes, 3 migrant centers)** – These are all cost reimbursement programs where YCH is reimbursed for costs plus

a management fee. Any increase in fund balance is for funding into replacement or operational reserves which are restricted for use only within the originating program.

- **Business Activities (Administration Building and Woodland Community Center II) –**
 - **Administration Building** brought in rental revenue of \$131,104 (with \$96,539 of this amount from other programs) plus CFFP funds for interest of \$17,869, which was offset by \$120,920 of operating expenses for an operating profit of \$28,053. In addition, the CFFP funds for the \$122,046 principal paid shows as other income and a negative depreciation amount for the year of \$92,124 related to a transfer of tenant improvements to the AMPs.
 - **Woodland Community Center II** development project brought in \$46,278 to cover design costs related to the demolition of the old YCH office building and future construction of the new community center. These costs were capitalized on the balance sheet.
- **COCC** – Increase in fund balance of \$268,540 (excluding depreciation) on revenues of \$1,953,505. This was partially due to recognition of deferred developer fees from Eleanor Roosevelt Circle of \$65,207.

FISCAL IMPACT

YCH has completed another difficult year that has continued to require significant operational changes in order to meet the low funding levels and increasing costs. Overall, YCH has been able to maintain operating revenue slightly above operating expenses across the portfolio and New Hope CDC was able to recognize non-cash deferred fee revenue of over \$1,000,000, which should be received over the next ten years.

YCH will continue to prepare its budget forecasts in a conservative manner as funding levels remain uncertain.

Although this is the “Unaudited FDS,” staff expects the final report will have no significant changes at conclusion of the audit other than reclassification entries for presentation purposes and the items noted above.

Attachments:

Agency Wide Unaudited FDS Balance Sheet and Revenue & Expense Reports
Project (AMP-level) Unaudited FDS Balance Sheet and Revenue & Expense Reports

Housing Authority of the County of Yolo (CA044)
WOODLAND, CA

Entity Wide Balance Sheet Summary

Submission Type: Unaudited/A-133

Fiscal Year End: 06/30/2015

	Project Total	10.427 Rural Rental Assistance Payments	14.870 Resident Opportunity and Supportive Services	14.871 Housing Choice Vouchers	6.1 Component Unit - Discretely Presented	6.2 Component Unit - Blended	2 State/Local	1 Business Activities	COCC	Subtotal	ELIM	Total
111 Cash - Unrestricted	1,004,967	63,326		520,881	45,709	220,689			412,710	2,268,282		2,268,282
112 Cash - Restricted - Modernization and Development		54,585			3,740,207		1,534,524			5,329,316		5,329,316
113 Cash - Other Restricted				165,021		152,209		9,006	22,954	349,190		349,190
114 Cash - Tenant Security Deposits	169,252	3,418			13,561	17,665		52,998		256,894		256,894
115 Cash - Restricted for Payment of Current Liabilities	200,000			42,000								242,000
100 Total Cash	1,374,219	121,329		727,902	3,799,477	390,563	1,596,528		435,664	8,445,682		8,445,682
121 Accounts Receivable - PHA Projects												
122 Accounts Receivable - HUD Other Projects					1,635					1,635		1,635
124 Accounts Receivable - Other Government				10,507			332,349		77,569	420,425		420,425
125 Accounts Receivable - Miscellaneous	15,320			289		775,000	215,878		37,877	1,044,364	(775,000)	269,364
126 Accounts Receivable - Tenants	11,607				2,499	2,429	10,921			27,456		27,456
126.1 Allowance for Doubtful Accounts - Tenants	(7,278)						(902)			(9,958)		(9,958)
126.2 Allowance for Doubtful Accounts - Other												
127 Notes, Loans, & Mortgages Receivable - Current												
128 Fraud Recovery												
128.1 Allowance for Doubtful Accounts - Fraud												
129 Accrued Interest Receivable												
120 Total Receivables, Net of Allowances for Doubtful Accounts	19,649			10,796	4,134	775,651	558,246		115,446	1,483,922	(775,000)	708,922
131 Investments - Unrestricted							100		38,395	38,495		38,495
132 Investments - Restricted												
135 Investments - Restricted for Payment of Current Liability												
142 Prepaid Expenses and Other Assets	45,872				13,554	9,363	15,707		181,398	265,894		265,894
143 Inventories	50,123					1,228				51,351		51,351
143.1 Allowance for Obsolete Inventories										-		
144 Inter Program Due From				368					2,327,413	2,327,781	(2,327,781)	
145 Assets Held for Sale												
150 Total Current Assets	1,489,853	121,329	368	738,698	3,817,165	1,176,905	2,170,481		3,098,316	12,613,125	(3,102,781)	9,510,344
161 Land	3,185,656	40,839			90,000	239,463	177,220	218,120	60,000	4,011,298		4,011,298
162 Buildings	26,916,543	369,175			2,822,733	1,508,372	741,895	3,858,146	779,756	36,996,620		36,996,620
163 Furniture, Equipment & Machinery - Dwellings	144,447					77,110				221,557		221,557
164 Furniture, Equipment & Machinery - Administration	206,826			79,274				21,729	355,946	663,775		663,775
165 Leasehold Improvements												
166 Accumulated Depreciation	(19,948,589)	(294,918)		(58,188)	(23,751)	(549,534)	(100,070)	(1,272,510)	(1,106,016)	(23,353,576)		(23,353,576)
167 Construction in Progress	14,986				3,463,737		142,639	46,278		3,657,710		3,657,710
168 Infrastructure												
160 Total Capital Assets, Net of Accumulated Depreciation	10,519,879	115,096		21,086	6,352,719	1,275,411	961,744	2,871,763	89,686	22,207,384		22,207,384
171 Notes, Loans and Mortgages Receivable - Non-Current	363,794								7,246	371,040	(363,794)	7,246
172 Notes, Loans, & Mortgages Receivable - Non Current - Past Due												
173 Grants Receivable - Non Current												
174 Other Assets				210,347	54,151	911,823			42,063	1,218,384		1,218,384
176 Investments in Joint Ventures												
180 Total Non-Current Assets	10,883,673	115,096		231,433	6,406,870	2,187,234	961,744	2,871,763	138,936	23,736,808	(363,794)	23,433,014
200 Deferred Outflow of Resources												
290 Total Assets and Deferred Outflow of Resources	12,373,536	236,425	368	970,131	10,224,035	3,364,139	3,132,225	2,871,763	3,237,311	36,409,933	(3,466,575)	32,943,358
311 Bank Overdraft												
312 Accounts Payable <= 90 Days	12,105						7,245	88,377	252,171	359,898		359,898
313 Accounts Payable >90 Days Past Due												
321 Accrued Wage/Payroll Taxes Payable												
322 Accrued Compensated Absences - Current Portion	3,919		75	8,850		270	4,612		25,841	43,567		43,567
324 Accrued Contingency Liability												
325 Accrued Interest Payable							2,076	789		2,869		2,869
331 Accounts Payable - HUD PHA Programs				1,138						1,138		1,138
332 Account Payable - PHA Projects												
333 Accounts Payable - Other Government	121,702						411,139			532,841		532,841
341 Tenant Security Deposits	155,316	2,801			12,247	18,566	52,934	2,520		244,384		244,384
342 Unearned Revenue		179			8,335		672,620		50,918	732,052		732,052
343 Current Portion of Long-term Debt - Capital Projects/Mortgage Revenue							33,533	2,950	71,670	108,153		108,153

Housing Authority of the County of Yolo (CA044)
WOODLAND, CA

Entity Wide Balance Sheet Summary

Submission Type: Unaudited/A-133

Fiscal Year End: 06/30/2015

	Project Total	10.427 Rural Rental Assistance Payments	14.870 Resident Opportunity and Supportive Services	14.871 Housing Choice Vouchers	6.1 Component Unit - Discretely Presented	6.2 Component Unit - Blended	2 State/Local	1 Business Activities	COCC	Subtotal	ELIM	Total
344 Current Portion of Long-term Debt - Operating Borrowings												
345 Other Current Liabilities							235,503		424,674	660,177	(363,794)	296,383
346 Accrued Liabilities - Other	150				713,143				341,291	1,054,584		1,054,584
347 Inter Program - Due To	101,208	12,017		33,818		720,076	100,369	1,360,635		2,328,123	(2,327,781)	342
310 Total Current Liabilities	394,400	14,997	75	43,806	6,319,634	781,766	1,568,504	1,435,618	1,094,895	11,653,695	(2,916,575)	8,737,120
351 Long-term Debt, Net of Current - Capital Projects/Mortgage Revenue						1,558,076	339,851	738,720		2,636,647		2,636,647
352 Long-term Debt, Net of Current - Operating Borrowings						368,800				368,800		368,800
353 Non-current Liabilities - Other			69	85,086						85,155		85,155
354 Accrued Compensated Absences - Non Current	11,755		224	26,551		812	13,837		77,522	130,701		130,701
355 Loan Liability - Non Current					3,835,487					3,835,487	(550,000)	3,285,487
356 FASB 5 Liabilities												
357 Accrued Pension and OPEB Liabilities	79,388	450	7,400			9,001	1,757		325,109	423,105		423,105
350 Total Non-Current Liabilities	91,143	450	7,693	111,637	3,835,487	1,936,689	355,445	738,720	402,631	7,479,895	(550,000)	6,929,895
300 Total Liabilities	485,543	15,447	7,768	155,443	10,155,121	2,718,455	1,923,949	2,174,338	1,497,526	19,133,590	(3,466,575)	15,667,015
400 Deferred Inflow of Resources												
508.4 Net Investment in Capital Assets	10,519,880				68,191	(684,997)	618,944		12,901	10,534,919		10,534,919
511.4 Restricted Net Position				49,021		169,873	619,600		-	838,494		838,494
512.4 Unrestricted Net Position	1,368,113	220,978	(7,400)	765,667	723	1,160,808	(30,268)	697,425	1,726,884	5,902,930		5,902,930
513 Total Equity - Net Assets / Position	11,887,993	220,978	(7,400)	814,688	68,914	645,684	1,208,276	697,425	1,739,785	17,276,343	-	17,276,343
600 Total Liabilities, Deferred Inflows of Resources and Equity - Net	12,373,536	236,425	368	970,131	10,224,035	3,364,139	3,132,225	2,871,763	3,237,311	36,409,933	(3,466,575)	32,943,358

Housing Authority of the County of Yolo (CA044)
WOODLAND, CA

Entity Wide Revenue and Expense Summary

Submission Type: Unaudited/A-133

Fiscal Year End: 06/30/2015

	Project Total	10.427 Rural Rental Assistance Payments	14.870 Resident Opportunity and Supportive Services	14.871 Housing Choice Vouchers	6.1 Component Unit - Discretely Presented	6.2 Component Unit - Blended	2 State/Local	1 Business Activities	COCC	Subtotal	ELIM	Total
95000 Total Protective Services	3,189	-	-	-	-	624	2,254	9,909	-	15,976	-	15,976
96110 Property Insurance	86,767	1,145	-	-	-	14,443	82,496	2,094	-	186,945	-	186,945
96120 Liability Insurance	12,003	336	-	6,319	728	8,463	9,877	-	209	37,935	-	37,935
96130 Workmen's Compensation	5,139	152	456	5,750	3,321	1,954	16,322	-	53,476	86,570	-	86,570
96140 All Other Insurance	4,125	-	-	1,070	-	-	4,431	-	8,025	17,651	-	17,651
96100 Total Insurance Premiums	108,034	1,633	456	13,139	4,049	24,860	113,126	2,094	61,710	329,101	-	329,101
96200 Other General Expenses	45,961	1,032	-	26,729	1,359	6,863	7,514	2,274	52,426	144,158	-	144,158
96210 Compensated Absences	279	(176)	(2,641)	1,040	-	86	(7,410)	-	30,069	21,247	-	21,247
96300 Payments in Lieu of Taxes	121,702	-	-	-	-	17,950	-	-	-	139,652	-	139,652
96400 Bad debt - Tenant Rents	20,500	-	-	-	-	64	-	-	-	20,564	-	20,564
96500 Bad debt - Mortgages	-	-	-	-	-	-	-	-	-	-	-	-
96800 Severance Expense	-	-	-	-	-	-	-	-	-	-	-	-
96000 Total Other General Expenses	188,442	856	(2,641)	27,769	1,359	24,963	104	2,274	82,495	325,621	-	325,621
96710 Interest of Mortgage (or Bonds) Payable	-	25	-	-	116,435	72,520	148,314	20,844	-	358,138	-	358,138
96720 Interest on Notes Payable (Short and Long Term)	-	-	-	-	-	-	-	-	-	-	-	-
96730 Amortization of Bond Issue Costs	-	-	-	-	-	1,231	-	-	-	1,231	-	1,231
96700 Total Interest Expense and Amortization Cost	-	25	-	-	116,435	73,751	148,314	20,844	-	359,369	-	359,369
96900 Total Operating Expenses	2,737,953	45,764	75,486	1,001,477	209,031	314,745	1,424,751	120,920	1,684,965	7,615,132	(1,724,355)	5,890,777
97000 Excess of Operating Revenue over Operating Expenses	314,711	(8,823)	70	10,859,052	723	1,372,622	63,879	74,332	268,540	12,945,106	-	12,945,106
97100 Extraordinary Maintenance	-	-	-	-	-	4,036	-	-	-	4,036	-	4,036
97200 Casualty Losses - Non-capitalized	-	-	-	-	-	-	-	-	-	-	-	-
97300 Housing Assistance Payments	-	-	-	11,081,225	-	-	-	-	-	11,081,225	-	11,081,225
97350 HAP Portability-In	-	-	-	(13,134)	-	-	-	-	-	(13,134)	-	(13,134)
97400 Depreciation Expense	862,920	12,108	-	11,636	-	35,107	18,548	(92,124)	16,134	864,329	-	864,329
97500 Fraud Losses	-	-	-	-	-	-	-	-	-	-	-	-
97600 Capital Outlays - Governmental Funds	-	-	-	-	-	-	-	-	-	-	-	-
97700 Debt Principal Payment - Governmental Funds	-	-	-	-	-	-	-	-	-	-	-	-
97800 Dwelling Units Rent Expense	-	-	-	-	-	-	-	-	-	-	-	-
90000 Total Expenses	3,600,913	57,872	75,486	12,081,204	209,031	353,888	1,443,299	28,796	1,701,099	19,551,588	(1,724,355)	17,827,233
10010 Operating Transfer In	69,107	-	-	-	-	-	-	-	-	69,107	-	69,107
10020 Operating transfer Out	(71,060)	-	-	-	-	-	-	(122,046)	-	(193,106)	-	(193,106)
10030 Operating Transfers from/to Primary Government	-	-	-	-	-	-	-	-	-	-	-	-
10040 Operating Transfers from/to Component Unit	-	-	-	-	-	-	-	-	-	-	-	-
10050 Proceeds from Notes, Loans and Bonds	-	-	-	-	-	-	-	-	-	-	-	-
10060 Proceeds from Property Sales	-	-	-	-	-	-	-	-	-	-	-	-
10070 Extraordinary Items, Net Gain/Loss	-	-	-	-	-	-	-	-	-	-	-	-
10080 Special Items (Net Gain/Loss)	-	-	-	-	-	-	-	-	-	-	-	-
10091 Inter Project Excess Cash Transfer In	-	-	-	-	-	-	-	-	-	-	-	-
10092 Inter Project Excess Cash Transfer Out	-	-	-	-	-	-	-	-	-	-	-	-
10093 Transfers between Program and Project - In	-	-	-	-	-	-	-	-	-	-	-	-
10094 Transfers between Project and Program - Out	-	-	-	-	-	-	-	-	-	-	-	-
10100 Total Other financing Sources (Uses)	(1,953)	-	-	-	-	-	-	(122,046)	-	(123,999)	-	(123,999)
10000 Excess (Deficiency) of Total Revenue Over (Under) Total Expenses	(550,162)	(20,931)	70	(220,675)	723	1,333,479	45,331	44,410	252,406	884,651	-	884,651
11020 Required Annual Debt Principal Payments	-	-	-	-	3,748,109	33,532	2,950	71,669	-	3,856,260	-	3,856,260
11030 Beginning Equity	12,439,158	241,900	(7,400)	1,035,364	(519,727)	1,048,805	(146,560)	1,987,569	-	16,079,118	-	16,079,118
11040 Prior Period Adjustments, Equity Transfers and Correction of Errors	(1,003)	(70)	(1)	68,191	(168,068)	114,140	799,575	(500,190)	-	312,574	-	312,574
11050 Changes in Compensated Absence Balance	-	-	-	-	-	-	-	-	-	-	-	-
11060 Changes in Contingent Liability Balance	-	-	-	-	-	-	-	-	-	-	-	-
11070 Changes in Unrecognized Pension Transition Liability	-	-	-	-	-	-	-	-	-	-	-	-
11080 Changes in Special Term/Severance Benefits Liability	-	-	-	-	-	-	-	-	-	-	-	-
11090 Changes in Allowance for Doubtful Accounts - Dwelling Rents	-	-	-	-	-	-	-	-	-	-	-	-
11100 Changes in Allowance for Doubtful Accounts - Other	-	-	-	-	-	-	-	-	-	-	-	-
11170 Administrative Fee Equity	-	-	-	766,688	-	-	-	-	-	766,688	-	766,688

Housing Authority of the County of Yolo (CA044)
WOODLAND, CA

Entity Wide Revenue and Expense Summary

Submission Type: Unaudited/A-133

Fiscal Year End: 06/30/2015

	Project Total	10.427 Rural Rental Assistance Payments	14.870 Resident Opportunity and Supportive Services	14.871 Housing Choice Vouchers	6.1 Component Unit - Discretely Presented	6.2 Component Unit - Blended	2 State/Local	1 Business Activities	COCC	Subtotal	ELIM	Total
11180 Housing Assistance Payments Equity				48,000						48,000		48,000
11190 Unit Months Available	5,172	84		20,724	480	660	2,200		12	29,332		29,332
11210 Number of Unit Months Leased	5,087	81		18,550	438	657	1,902		12	26,727		26,727
11270 Excess Cash	802,698									802,698		802,698
11620 Building Purchases	-								-	-		-
11630 Furniture & Equipment - Dwelling Purchases	-								-	-		-
11650 Leasehold Improvements Purchases	-								-	-		-
11660 Infrastructure Purchases	69,107								-	69,107		69,107
13510 CFFP Debt Service Payments	-								167,904	167,904		167,904
13901 Replacement Housing Factor Funds	-								-	-		-

Housing Authority of the County of Yolo (CA044)

WOODLAND, CA

Project Balance Sheet Summary

Submission Type: Unaudited/A-133

Fiscal Year End: 06/30/2015

	CA044000001	CA044000002	CA044000003	CA044000004	CA044009999	OTHER PROJ	Total
111 Cash - Unrestricted	319,993	408,071	276,903				1,004,967
112 Cash - Restricted - Modernization and Development							
113 Cash - Other Restricted							
114 Cash - Tenant Security Deposits	63,994	59,645	45,613				169,252
115 Cash - Restricted for Payment of Current Liabilities	116,000	84,000					200,000
100 Total Cash	499,987	551,716	322,516				1,374,219
121 Accounts Receivable - PHA Projects							
122 Accounts Receivable - HUD Other Projects							
124 Accounts Receivable - Other Government							
125 Accounts Receivable - Miscellaneous	9,380	5,940					15,320
126 Accounts Receivable - Tenants	4,366	5,648	1,593				11,607
126.1 Allowance for Doubtful Accounts - Tenants	(3,356)	(3,604)	(318)				(7,278)
126.2 Allowance for Doubtful Accounts - Other							
127 Notes, Loans, & Mortgages Receivable - Current							
128 Fraud Recovery							
128.1 Allowance for Doubtful Accounts - Fraud							
129 Accrued Interest Receivable							
120 Total Receivables, Net of Allowances for Doubtful Accounts	10,390	7,984	1,275				19,649
131 Investments - Unrestricted							
132 Investments - Restricted							
135 Investments - Restricted for Payment of Current Liability							
142 Prepaid Expenses and Other Assets	20,323	7,356	18,193				45,872
143 Inventories	49,294		829				50,123
143.1 Allowance for Obsolete Inventories							
144 Inter Program Due From							
145 Assets Held for Sale							
150 Total Current Assets	579,994	567,056	342,813				1,489,863
161 Land	63,308	1,202,816	1,919,532				3,185,656
162 Buildings	7,965,926	10,388,774	8,561,843				26,916,543
163 Furniture, Equipment & Machinery - Dwellings			144,447				144,447
164 Furniture, Equipment & Machinery - Administration	107,593	31,715	67,518				206,826
165 Leasehold Improvements							
166 Accumulated Depreciation	(7,196,077)	(8,058,720)	(4,693,792)				(19,948,589)
167 Construction in Progress		14,996					14,996

Housing Authority of the County of Yolo (CA044)

WOODLAND, CA

Project Balance Sheet Summary

Submission Type: Unaudited/A-133

Fiscal Year End: 06/30/2015

	CA044000001	CA044000002	CA044000003	CA044000004	CA044009999	OTHER PROJ	Total
168 Infrastructure							
160 Total Capital Assets, Net of Accumulated Depreciation	940,750	3,579,581	5,999,548				10,519,879
171 Notes, Loans and Mortgages Receivable - Non-Current		245,648	118,146				363,794
172 Notes, Loans, & Mortgages Receivable - Non Current - Past							
173 Grants Receivable - Non Current							
174 Other Assets							
176 Investments in Joint Ventures							
180 Total Non-Current Assets	940,750	3,825,229	6,117,694				10,883,673
200 Deferred Outflow of Resources							
290 Total Assets and Deferred Outflow of Resources	1,520,744	4,392,285	6,460,507				12,373,536
311 Bank Overdraft							
312 Accounts Payable <= 90 Days	1,605	10,500					12,105
313 Accounts Payable >90 Days Past Due							
321 Accrued Wage/Payroll Taxes Payable							
322 Accrued Compensated Absences - Current Portion	1,747	1,133	1,039				3,919
324 Accrued Contingency Liability							
325 Accrued Interest Payable							
331 Accounts Payable - HUD PHA Programs							
332 Account Payable - PHA Projects							
333 Accounts Payable - Other Government	43,141	41,394	37,167				121,702
341 Tenant Security Deposits	58,066	52,925	44,325				155,316
342 Unearned Revenue							
343 Current Portion of Long-term Debt - Capital							
344 Current Portion of Long-term Debt - Operating Borrowings							
345 Other Current Liabilities							
346 Accrued Liabilities - Other			150				150
347 Inter Program - Due To	35,954	37,167	28,087				101,208
348 Loan Liability - Current							
310 Total Current Liabilities	140,513	143,119	110,768				394,400
351 Long-term Debt, Net of Current - Capital Projects/Mortgage							
352 Long-term Debt, Net of Current - Operating Borrowings							
353 Non-current Liabilities - Other							

Housing Authority of the County of Yolo (CA044)

WOODLAND, CA

Project Balance Sheet Summary

Submission Type: Unaudited/A-133

Fiscal Year End: 06/30/2015

	CA044000001	CA044000002	CA044000003	CA044000004	CA044009999	OTHER PROJ	Total
354 Accrued Compensated Absences - Non Current	5,241	3,398	3,116				11,755
355 Loan Liability - Non Current							
356 FASB 5 Liabilities							
357 Accrued Pension and OPEB Liabilities	29,547	24,046	25,795				79,388
350 Total Non-Current Liabilities	34,788	27,444	28,911				91,143
300 Total Liabilities	175,301	170,563	139,679				485,543
400 Deferred Inflow of Resources							
508.4 Net Investment in Capital Assets	940,750	3,579,581	5,999,549				10,519,880
511.4 Restricted Net Position							
512.4 Unrestricted Net Position	404,693	642,141	321,279				1,368,113
513 Total Equity - Net Assets / Position	1,345,443	4,221,722	6,320,828				11,887,993
600 Total Liabilities, Deferred Inflows of Resources and Equity -	1,520,744	4,392,285	6,460,507				12,373,536

Housing Authority of the County of Yolo (CA044)
WOODLAND, CA

Project Revenue and Expense Summary

Submission Type: Unaudited/A-133

Fiscal Year End: 06/30/2015

	CA044000001	CA044000002	CA044000003	CA044000004	CA044009999	OTHER PROJ	Total
70300 Net Tenant Rental Revenue	601,581	631,655	446,140				1,679,376
70400 Tenant Revenue - Other	14,740	15,231	13,140				43,111
70500 Total Tenant Revenue	616,321	646,886	459,280				1,722,487
70600 HUD PHA Operating Grants	412,533	379,573	264,692				1,056,798
70610 Capital Grants	35,290	32,236	179,708				247,234
70710 Management Fee							
70720 Asset Management Fee							
70730 Book Keeping Fee							
70740 Front Line Service Fee							
70750 Other Fees							
70700 Total Fee Revenue							
70800 Other Government Grants							
71100 Investment Income - Unrestricted	627	842	388				1,857
71200 Mortgage Interest Income							
71300 Proceeds from Disposition of Assets Held for Sale							
71310 Cost of Sale of Assets							
71400 Fraud Recovery							
71500 Other Revenue	12,715	9,096	2,517				24,328
71600 Gain or Loss on Sale of Capital Assets							
72000 Investment Income - Restricted							
70000 Total Revenue	1,077,486	1,068,633	906,585				3,052,704
91100 Administrative Salaries	66,869	70,151	65,190				202,210
91200 Auditing Fees	12,500	12,500	12,500				37,500
91300 Management Fee	103,851	95,724	95,898				295,473
91310 Book-keeping Fee	13,418	12,368	12,390				38,176
91400 Advertising and Marketing	110	110	110				330
91500 Employee Benefit contributions - Administrative	46,652	72,384	42,036				161,072
91600 Office Expenses	49,578	42,190	52,370				144,138
91700 Legal Expense	2,323	4,853	3,339				10,515
91800 Travel	1,342	1,191	800				3,333
91810 Allocated Overhead							
91900 Other							
91000 Total Operating - Administrative	296,643	311,471	284,633				892,747
92000 Asset Management Fee	18,240	16,800	16,680				51,720
92100 Tenant Services - Salaries	9,300	5,379	5,184				19,863
92200 Relocation Costs	486						486
92300 Employee Benefit Contributions - Tenant Services	1,700	402	453				2,555
92400 Tenant Services - Other			15				15
92500 Total Tenant Services	11,486	5,781	5,652				22,919
93100 Water	96,381	43,417	30,438				170,236
93200 Electricity	32,907	29,491	30,847				93,245

Housing Authority of the County of Yolo (CA044)
WOODLAND, CA

Project Revenue and Expense Summary

Submission Type: Unaudited/A-133

Fiscal Year End: 06/30/2015

	CA044000001	CA044000002	CA044000003	CA044000004	CA044009999	OTHER PROJ	Total
93300 Gas	1,208	613	6,101				7,922
93400 Fuel							
93500 Labor							
93600 Sewer	51,410	149,059	44,232				244,701
93700 Employee Benefit Contributions - Utilities							
93800 Other Utilities Expense							
93000 Total Utilities	181,906	222,580	111,618				516,104
94100 Ordinary Maintenance and Operations - Labor							
94200 Ordinary Maintenance and Operations - Materials and	40,765	36,634	34,490				111,889
94300 Ordinary Maintenance and Operations Contracts	317,372	326,507	199,070				842,949
94500 Employee Benefit Contributions - Ordinary Maintenance							
94000 Total Maintenance	358,137	363,141	233,560				954,838
95100 Protective Services - Labor							
95200 Protective Services - Other Contract Costs	711	720	1,758				3,189
95300 Protective Services - Other							
95500 Employee Benefit Contributions - Protective Services							
95000 Total Protective Services	711	720	1,758				3,189
96110 Property Insurance	21,021	17,086	48,660				86,767
96120 Liability Insurance	4,774	3,680	3,549				12,003
96130 Workmen's Compensation	1,718	1,787	1,634				5,139
96140 All Other Insurance	4,125	-					4,125
96100 Total insurance Premiums	31,638	22,553	53,843				108,034
96200 Other General Expenses	30,823	4,531	10,607				45,961
96210 Compensated Absences	(935)	(526)	1,740				279
96300 Payments in Lieu of Taxes	43,141	41,394	37,167				121,702
96400 Bad debt - Tenant Rents	8,000	10,000	2,500				20,500
96500 Bad debt - Mortgages							
96600 Bad debt - Other							
96800 Severance Expense							
96000 Total Other General Expenses	81,029	55,399	52,014				188,442
96710 Interest of Mortgage (or Bonds) Payable							
96720 Interest on Notes Payable (Short and Long Term)							
96730 Amortization of Bond Issue Costs							
96700 Total Interest Expense and Amortization Cost	-	-	-				-
96900 Total Operating Expenses	979,790	998,445	759,758				2,737,993
97000 Excess of Operating Revenue over Operating Expenses	97,696	70,188	146,827				314,711
97100 Extraordinary Maintenance							
97200 Casualty Losses - Non-capitalized							

Housing Authority of the County of Yolo (CA044)
WOODLAND, CA

Project Revenue and Expense Summary

Submission Type: Unaudited/A-133

Fiscal Year End: 06/30/2015

	CA044000001	CA044000002	CA044000003	CA044000004	CA044009999	OTHER PROJ	Total
97300 Housing Assistance Payments							
97350 HAP Portability-In							
97400 Depreciation Expense	234,061	314,133	314,726				862,920
97500 Fraud Losses							
97600 Capital Outlays - Governmental Funds							
97700 Debt Principal Payment - Governmental Funds							
97800 Dwelling Units Rent Expense							
90000 Total Expenses	1,213,851	1,312,578	1,074,484	-	-	-	3,600,913
10010 Operating Transfer In		69,107					69,107
10020 Operating transfer Out	(23,686)	(23,687)	(23,687)				(71,060)
10030 Operating Transfers from/to Primary Government	4,113		(4,113)				-
10040 Operating Transfers from/to Component Unit							
10050 Proceeds from Notes, Loans and Bonds							
10060 Proceeds from Property Sales							
10070 Extraordinary Items, Net Gain/Loss							
10080 Special Items (Net Gain/Loss)							
10091 Inter Project Excess Cash Transfer In							
10092 Inter Project Excess Cash Transfer Out							
10093 Transfers between Program and Project - In							
10094 Transfers between Project and Program - Out							
10100 Total Other financing Sources (Uses)	(19,573)	45,420	(27,800)	-	-	-	(1,953)
10000 Excess (Deficiency) of Total Revenue Over (Under) Total	(155,938)	(198,525)	(195,699)	-	-	-	(550,162)
11020 Required Annual Debt Principal Payments	-	-	-	-	-	-	-
11030 Beginning Equity	1,500,188	4,420,047	6,518,923	-	-	-	12,439,158
11040 Prior Period Adjustments, Equity Transfers and Correction	1,193	200	(2,396)				(1,003)
11050 Changes in Compensated Absence Balance							
11060 Changes in Contingent Liability Balance							
11070 Changes in Unrecognized Pension Transition Liability							
11080 Changes in Special Term/Severance Benefits Liability							
11090 Changes in Allowance for Doubtful Accounts - Dwelling							
11100 Changes in Allowance for Doubtful Accounts - Other							
11170 Administrative Fee Equity							
11180 Housing Assistance Payments Equity							
11190 Unit Months Available	1,824	1,680	1,668	-	-	-	5,172
11210 Number of Unit Months Leased	1,790	1,649	1,648	-	-	-	5,087
11270 Excess Cash	288,215	333,556	180,927	-	-	-	802,698
11610 Land Purchases	-	-	-	-	-	-	-
11620 Building Purchases	-	-	-	-	-	-	-
11630 Furniture & Equipment - Dwelling Purchases	-	-	-	-	-	-	-
11640 Furniture & Equipment - Administrative Purchases	-	-	-	-	-	-	-
11650 Leasehold Improvements Purchases	-	-	-	-	-	-	-
11660 Infrastructure Purchases	-	69,107	-	-	-	-	69,107

Housing Authority of the County of Yolo (CA044)
WOODLAND, CA

Project Revenue and Expense Summary

Submission Type: Unaudited/A-133

Fiscal Year End: 06/30/2015

	CA044000001	CA044000002	CA044000003	CA044000004	CA044009999	OTHER PROJ	Total
13510 CFFP Debt Service Payments	-	-	-	-	-	-	-
13901 Replacement Housing Factor Funds	-	-	-	-	-	-	-

Yolo County Housing
Yolo County, California

Meeting Date: October 29, 2015

To: County Counsel ✓
Yolo County Housing ✓

15.

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

Minute Order No. 15-36: Approved recommended action by **Resolution Nos. 15-09** and **15-10**.

MOTION: Davis. SECOND: Johannessen. AYES: Aguiar-Curry, Davis Johannessen, Stallard, Vanderford, Wienecke-Friedman. ABSENT: Thomson.



Yolo County Housing

Lisa A. Baker, Chief Executive Officer

147 W. Main Street
WOODLAND, CA 95695

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

DATE: October 29, 2015
TO: YCH Housing Commission
FROM: Lisa A. Baker, Chief Executive Officer
James D. Gillette, Finance Director
SUBJECT: **Review, Approve and Adopt Resolutions Authorizing Execution of Standard Contract by the CEO with the State Department of Housing and Community Development Office of Migrant Services, 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.15-OMS-10558 and 15-OMS-1559 (RD) for the Davis and Madison Migrant Centers 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). These are funds for administering housing for migratory workers and their families at the Davis Migrant Center in the County of Yolo. The contract amount for the FY 2015-2017 is \$918,401 for Davis Migrant Center and \$1,227,301 for Madison Migrant (2 years funding).

YCH has been in discussions with the State Housing and Community Development Department (HCD) Office Migrant Services (OMS) regarding the budget for the two-year period of 2015 – 2017. The budget has been significantly delayed as the State has revamped its terms and conditions, which it has done without input from participating agencies on impacts to those organizations. At this time, State HCD is asking operators to adopt the resolution based on the Exhibits to the contract, which is call the “213” contract. According to the State, the majority of changes are in the Exhibits although, as of the time of this staff report, staff has not seen the final contract and exhibits as a whole.

There are several issues in the contract that pose concerns for YCH. They include a new mandate to provide all timesheets, receipts and invoices with each draw without increase in funding to offset additional charges. The changes also call for moving unexpended funds to a “reserve” but is silent on how we would cover cost overruns in areas over which we have no control, such as utility costs. Staff believe it would be more prudent to set up operational contingencies in such areas.

There are other language issues that could cause misinterpretation in the area of the advance, rent collection and the new Water Conservation Grant funds. Staff believes the contract language can be improved and made more transparent and asks the Commission to authorize the Resolution so that we can move forward expeditiously, but also to allow staff, subject to concurrence by the Agency's Legal Counsel, to negotiate for clearer terms.

In addition to the language and budget issues, as the Commission remembers, State HCD OMS has stated that it has no requirement to fund any post retirement benefits. Beginning in the last budget cycle, State HCD OMS has also said that YCH may not increase salaries or benefits for its Migrant Center employees. Staff has asked the State for its authority to deny the rights of YCH to negotiate with its employees on salaries and benefits, as well as its authority to deny the right to collective bargaining. As of the date of this staff report, we have not received a response from State HCD Office of Migrant Services (OMS) on this subject.

As the Commission knows, this program has operated for 50 years as of 2015 and YCH has been a proud provider of assistance. However, the program is becoming ever more difficult to operate due to fiscal constraints, lack of funding for maintenance and rehabilitation, a lack of understanding regarding non-controllable costs, such as utilities, as well as the freeze on providing items such as new stove, refrigerators to the developments and no ability to replace aging vehicles.

FISCAL IMPACT:

Due to the lengthy delay by the State in providing a contract for this program, this program is currently four (4) months in arrears on payments. Authorizing the Resolution with contingencies will allow the contract to move forward so that payment will not be further delayed.

CONCLUSION:

The Resolution is recommended for adoption with the contingencies described in the recommendations.

Attachments: Resolution
Agreements

HOUSING AUTHORITY OF THE COUNTY OF YOLO

RESOLUTION NO. 15-09

RESOLUTION APPROVING THE 2015-2017 FISCAL YEARS OPERATION AND MAINTENANCE CONTRACT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND THE HOUSING AUTHORITY OF THE COUNTY OF YOLO
CONTRACT # 15-OMS-10558

WHEREAS, the California Department of Housing and Community Development has provided and Operation and Maintenance Contract for the 2015-2017 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 2015-2017 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 #15-OMS-10558 in the amount of \$918,401 and authorizes Lisa A. Baker to execute said contract, and any amendments to said contract, on behalf of the Housing Authority of the County of Yolo.

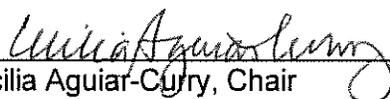
PASSED AND ADOPTED this 29th day of October, 2015 by the following vote:

AYES: Aguiar-Curry, Davis, Johannessen, Stallard, Vanderford, Wienecke-Friedman.

NOES: None.

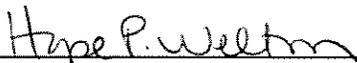
ABSENT: Thomson.

ABSTAIN: None.



Cecilia Aguiar-Curry, Chair
Yolo County Housing Commission

Approved as to Form:



By: Hope Welton, Agency Counsel.

Attest:

Julie Dachtler, Clerk
Yolo County Housing Commission

By 

Deputy



HOUSING AUTHORITY OF THE COUNTY OF YOLO

RESOLUTION NO. 15-10

RESOLUTION APPROVING THE 2015-2017 FISCAL YEARS OPERATION AND MAINTENANCE CONTRACT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND THE HOUSING AUTHORITY OF THE COUNTY OF YOLO
CONTRACT # 15-OMS-10559

now Davis
WHEREAS, the California Department of Housing and Community Development has provided and Operation and Maintenance Contract for the 2015-2017 Fiscal Years for the ~~Davis~~ Migrant Center; and

Madison
WHEREAS, the Housing Authority of the County of Yolo, acting through its Housing Commission desires to approve this Operation and Maintenance Contract for the 2015-2017 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 #15-OMS-10559 in the amount of \$1,227,301 and authorizes Lisa A. Baker to execute said contract, and any amendments to said contract, on behalf of the Housing Authority of the County of Yolo.

PASSED AND ADOPTED this 29th day of October, 2015 by the following vote:

AYES: Aguiar-Curry, Davis, Johannessen, Stallard, Vanderford, Wienecke-Friedman.

NOES: None.

ABSENT: Thomson.

ABSTAIN: None.

Cecilia Aguiar-Curry

Cecilia Aguiar-Curry, Chair
Yolo County Housing Commission

Approved as to Form:

Hope Welton

By: Hope Welton, Agency Counsel.

Attest:
Julie Dachlter, Clerk
Yolo County Housing Commission

By *Julie Dachlter*

Deputy



**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

Office of Migrant Services
P.O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771
Fax (916) 263-2763



OCT 22 2015

Lisa A. Baker, Executive Officer
Housing Authority of the County of Yolo
147 West Main Street
Woodland, CA 95695

Re: Standard Agreement Number 15-OMS-10558 (RD)

Dear Ms. Baker:

Attached is an electronic version of the OMS Standard Agreement for your USDA Rural Development (RD)-affiliated migrant center, which includes the following:

- Standard Agreement (STD 213) Cover Page
- Exhibit A – Authority, Purpose and Scope of Work
- Exhibit A-1 – Legal Description
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit B-1 – Year One Operating Contract Budget
- Exhibit B-2 – Year Two Operating Contract Budget
- Exhibit D – Office of Migrant Services Terms and Conditions
- Exhibit E – Special Terms and Conditions

Please note that Exhibit C – State of California, General Terms & Conditions is now incorporated by reference (See STD 213 for more information)

For expeditious processing of this Agreement, please complete the following:

- Review the Standard Agreement thoroughly and if necessary discuss the requirements with your legal and financial advisers.
- Provide a certified Resolution (see attached example) which identifies the name and title of the person designated and authorized to accept and execute this Agreement and any Amendments thereto.
- Print seven (7) copies of the STD 213 **cover page only**. Each copy of the STD 213 cover page must contain an **original signature** by the person authorized by the Resolution to execute the Agreement, **printed name, title and date**.
- Print seven (7) copies of Exhibit E (pages 6-7). In Paragraph 8.A., provide the name of the Financial Institution as requested. In Paragraph 8.B., provide the name of the Security Deposit Account as requested.
- Print seven (7) copies of the Exhibit E, Signature Page (page 10). The person authorized by the Resolution and the Witness must provide **original signatures** on **each copy** of the Exhibit E Signature Page.

- Return seven (7) copies of the originally signed STD 213 cover page, Exhibit E (page 6), Exhibit E, Signature Page (page 10), and one (1) copy of the certified Resolution, **within 30 days** from the date of this letter, to:

Department of Housing and Community Development
Business and Contract Services Branch
P.O. Box 952050
Sacramento, CA 94252-2050

Failure to return the requested documents within the required 30-day period may result in cancellation of this Agreement.

Maintain this electronic version of the complete Agreement (STD 213 and Exhibits A through E) for your records. Upon receipt of the signed STD 213s and certified Resolution as identified above, the Department will complete the approval process. Once approved, an electronic copy of the executed Agreement will be emailed to you with the original (signed) document to follow via U.S. Mail.

Please note that this Agreement is not effective until it is signed by the Department.

Please accept my best wishes for a successful program. Should you have any questions regarding this Agreement or the provisions therein, please contact Maria Montanez, OMS Contract Manager, at (916) 263-1606.

Sincerely,



Rosemary Avila
OMS Program Manager

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 15-OMS-10558
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
 CONTRACTOR'S NAME
Housing Authority County of Yolo

2. The term of this Agreement is: **Upon HCD Approval through 06/30/2017**

3. The maximum amount of this Agreement is: **\$918,401.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

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 - Year One Operating Budget	2
Exhibit B-2 - Year Two Operating Budget	2
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - Office of Migrant Services Terms and Conditions	6
Exhibit E - Special Terms and Conditions	10

TOTAL NUMBER OF PAGES ATTACHED: 27 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 <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Service Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc) Housing Authority County of Yolo		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 147 West Main Street, Woodland, CA 95695		
STATE OF CALIFORNIA		
AGENCY NAME Department of Housing and Community Development		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Lindy Suggs, Contracts Manager, Business & Contract Services Branch		
ADDRESS 2020 W. El Camino Ave, Sacramento, CA 95833		

Exempt per: SCM 4.04.A.3 (DGS Memo dated 6/12/81)

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, Legal Description 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 Section 7611 of 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 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 and Maintenance of the Housing Center(s).
- C. The commonly accepted name and street address of the Housing Center(s) is

Davis Migrant Center
31150 County Road 105
Dixon, CA 95620

EXHIBIT A

3. Term

A. The Contractor shall complete the activities as set forth in this Agreement and be fully funded, pursuant to Exhibit B, Budget Detail and Payment Provisions, prior to July 1, 2017.

4. Department Contract Coordinator

The Department Contract Coordinator for this Agreement is the OMS Program Manager, Division of Financial Assistance, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement, sent via first class U.S. Mail to the Department Contract Coordinator at the following address:

OMS Program Manager
Department of Housing and Community Development
Division of Financial Assistance
Post Office Box 952054, MS 500
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 sent via first class U.S. Mail to the Contractor's Contract Coordinator at the following address:

Housing Authority of the County of Yolo
Lisa A. 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 \$459,970.00 for fiscal year 2015/16 and \$458,431.00 for fiscal year 2016/17, not to exceed \$918,401.00 (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, 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 shall be 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.
- E. Any adjustments to the Year 1 or Year 2 Budget require an amendment to this agreement and written justification.

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 or its authorized agent, funds not to exceed the total amount stated in Paragraph 1.A of this Exhibit.
- B. The Department further agrees to disburse said funds only for the approved purposes and itemized amounts as described in the Budget.
- C. 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 signed timesheets, reserve accounts, tenant security deposit account, CARE account bank statements, rental income reports, itemized receipts, invoices, and any other documentation required by the Department. The Department shall withhold reimbursement until all required documentation is received and verified. At the end of each fiscal year, 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), provided the Department certifies there is no need to address reasonable general

EXHIBIT B

maintenance requirements or repairs, rehabilitation, and replacement needs of the requesting migrant farm labor center which affect the immediate health and safety of residents.. The cumulative balance shall not exceed 10 percent of the operating funds annually committed to the Contractor by the Department. Funds in the reserve account shall be used only for capital improvements such as replacing or repairing structural elements, furniture, fixtures, or equipment of the migrant farm labor center, the replacement or repair of which are reasonably required to preserve the migrant farm labor center. Withdrawals from the reserve account shall be made only upon receipt of the written approval of the Department detailing the amount and nature of expenditures. Withdrawals or expenditures made without prior Department approval are not subject to required repayment. This reserve account, all other reserve accounts, the tenant security deposit account, and the general operations account must be maintained separately from one another.

- D. 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, per annum, as stated in Paragraph 1.A. These advanced funds shall be applied against the first (6) six months of invoices until they are recaptured, for each year of funding provided under this Agreement.
- E. If the Contractor expends funds in a manner consistent with this Exhibit and the Budget on or after July 1, per annum, but before the Department executes this Agreement, these expenditures may be reimbursed from the advance provided by the Department pursuant to Paragraph 2.D. of this Exhibit. However, the Department will not reimburse these expenditures until this Agreement is executed by the Department.
- F. The Department shall disburse requested funds for Work performed on behalf of or by the Contractor, and documented by the Contractor, or for equivalent services that have been rendered to and documented by the Contractor, or for the actions that are to be performed and documented by the Contractor pursuant to statute, regulation, contract, or schedule.
- G. 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.

3. 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, however, shall funds be transferred between fiscal years, nor shall the total amount of this Agreement be exceeded, without prior execution of a formal amendment to this Agreement.

EXHIBIT B

4. 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:
- 1) Funds may be spent only for the items and activities, in the maximum amounts specified, and according to the priority expressed in Item F of the Budget.
 - 2) Notwithstanding Paragraph 3 of this Exhibit, these funds shall not be subject to transfer to other cost categories.
 - 3) No advances shall be provided by the Department from these funds. 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).
- B. Funds allocated to Water Conservation Grant Program (WCGP) as specified in line item 304a of the Year One Budget shall be subject to the following provisions:
- 1) Funds include the cost for labor and materials, and may be spent only for the items and activities, in the maximum amounts specified. These funds are not subject to line 401 (10% administrative support fee) of the Year One Budget.
 - 2) Notwithstanding Paragraph 3 of this exhibit, these funds shall not be subject to transfer to other cost categories.
 - 3) No advances shall be provided by the Department from these funds. Contractor will be required to cover the expense using line item 401 – Administrative Support Services or other non-OMS funds. All reimbursements shall be in arrears and shall require separate invoices accompanied with itemized receipts and a listing of all units that received low flow fixtures.
 - 4) All low flow fixtures specified in Item F of the Year One Budget shall be purchased and installed by February 28, 2016. An OMS representative will schedule and perform a visual inspection for compliance within ten (10) business days of installation.

EXHIBIT B

- 5) As applicable per Line Item F of the Year One Budget, Contractor must install faucet aerators rated at 1.5 gallons per minute (GPM) or less, showerheads rated at 2.0 GPM or less, urinals rated at 0.5 gallons per flush (GPF) or less, and toilets rated at 1.28 GPF or less.
 - 6) Any funds not expended upon the completion of work shall be automatically disencumbered and shall not be available for additional expenditures or reimbursements, without exception.
 - 7) Contractor must submit Drought Action Matrix updates and water usage on a monthly basis.
- C. 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 G of the Budget.
- D. 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 Contractor to administer the OMS program.
- E. Before purchasing a motor vehicle, the Contractor shall submit documentation to the OMS Program Manager demonstrating that a competitive procurement process was followed and shall receive prior approval for the purchase from the Department.

5. 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 legal and binding by the Department, the Department may exercise its option to cancel this Agreement or, at the Department's sole discretion, 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.

EXHIBIT B-1

YEAR ONE OPERATING CONTRACT BUDGET

Contract No. 15-OMS-10558		
Term: 07/01/2015 - 06/30/2016		
	CONTRACTOR FUNDS	STATE FUNDS
A. CENTER PERSONNEL		
101 Permanent Salaries/Wages	\$	\$ \$ 68,496.00
102 Temporary Salaries/Wages		\$ 14,602.00
103 Personnel Benefits		\$ 62,844.00
SUBTOTAL	\$ 0.00	\$ \$145,942.00
B. OPERATING EXPENSES		
201 Center Office Supplies	\$	\$ \$ 600.00
202 Household Supplies		\$ -
203 Communications		\$ 2,250.00
204 Travel		\$ 1,050.00
205 Auto Repairs/Maintenance		\$ 2,000.00
206 Gas/Oil		\$ 3,000.00
207 Minor Equipment Repair/Maintenance		\$ 1,500.00
208 Purchases Under \$150		\$ -
209 Major Equipment Repair/Maintenance	3,000.00	\$ -
211 Equipment Rental		\$ -
212 Electricity and Gas		\$ 35,400.00
213 Garbage, Trash		\$ 10,000.00
214 Sewer, Water		\$ 66,880.00
215 Other Costs		\$ 27,300.00
SUBTOTAL	\$ 3,000.00	\$ 149,980.00
C. MAINTENANCE EXPENSES		
301 Electrical/Plumbing/Paint/Solar Supplies	\$	\$ \$ 4,550.00
302 Lumber and Materials		\$ 3,850.00
303 Grounds Maintenance		\$ 2,000.00
304 Minor Rehabilitation		\$ -
304a Water Conservation Grant (WCGP)		\$ 1,359.00
SUBTOTAL	\$ 0.00	\$ 11,759.00
D. CONTRACTOR ADMINISTRATION		
401 Administrative Support Services	\$	\$ \$ 41,960.00
402 Travel		\$ 1,300.00
403 Audit		\$ 1,250.00
SUBTOTAL	\$ 0.00	\$ \$ 44,510.00
E. DEBT SERVICE & REPLACEMENT		
501 Reserves	\$	\$ \$ 48,000.00
502 Payment		\$ 59,779.00
SUBTOTAL	\$ 0.00	\$ \$107,779.00
TOTAL	\$ 3,000.00	\$ \$459,970.00

THIS IS NOT AN INVOICE

EXHIBIT B-2

YEAR TWO OPERATING CONTRACT BUDGET

Contract No. 15-OMS-10558		
Term: 07/01/2016 - 06/30/2017		
	CONTRACTOR FUNDS	STATE FUNDS
A. CENTER PERSONNEL		
101 Permanent Salaries/Wages	\$	\$ 68,496.00
102 Temporary Salaries/Wages		14,602.00
103 Personnel Benefits		62,844.00
SUBTOTAL	\$ 0.00	\$ 145,942.00
B. OPERATING EXPENSES		
201 Center Office Supplies	\$	\$ 600.00
202 Household Supplies		0.00
203 Communications		2,250.00
204 Travel		1,050.00
205 Auto Repairs/Maintenance		2,000.00
206 Gas/Oil		3,000.00
207 Minor Equipment Repair/Maintenance		1,500.00
208 Purchases Under \$150		0.00
209 Major Equipment Repair/Maintenance	1,200.00	0.00
211 Equipment Rental		0.00
212 Electricity and Gas		35,400.00
213 Garbage, Trash		10,000.00
214 Sewer, Water		66,880.00
215 Other Costs		27,300.00
SUBTOTAL	\$ 1,200.00	\$ 149,980.00
C. MAINTENANCE EXPENSES		
301 Electrical/Plumbing/Paint/Solar Supplies	\$	\$ 4,550.00
302 Lumber and Materials		3,850.00
303 Grounds Maintenance		2,000.00
304 Minor Rehabilitation		
SUBTOTAL	\$ 0.00	\$ 10,400.00
D. CONTRACTOR ADMINISTRATION		
401 Administrative Support Services	\$	\$ 41,780.00
402 Travel		1,300.00
403 Audit		1,250.00
SUBTOTAL	\$ 0.00	\$ 44,330.00
E. DEBT SERVICE & REPLACEMENT		
501 Reserves	\$	\$ 48,000.00
502 Payment		59,779.00
SUBTOTAL	\$ 0.00	\$ 107,779.00
TOTAL	\$ 1,200.00	\$ 458,431.00

EXHIBIT D

OFFICE OF MIGRANT SERVICES 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 Housing Center(s) shall 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 shall be referred to as the "off-season."
- B. During the on-season:
- 1) All common facilities of the Housing Center(s) subject to this Agreement, other than the housing units, shall be available, as required by the Department, for the purpose of child care 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) Residents of the Housing Center(s), after prior notice to the Contractor, shall be permitted to use the common facilities of the Housing Center(s) at any time such facilities are not required for use of programs scheduled by the Department or the Contractor, such as child care programs, health programs, or educational programs.
- C. During the off-season, the Housing Center(s) shall 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 shall not be inconsistent or incompatible with the purposes of this Agreement.

2. Financial Management

A. Rents and Other Receipts

Pursuant to the Statutes, 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), in accordance with rates established by the Department. Such receipts collected under this provision shall be remitted by the Contractor to the Department via check by the 10th of each month to the following address:

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 shall be deposited into a separate account from the General

EXHIBIT D

Operating account, reserve account and CARE account. This account shall be regularly maintained by the Contractor.

C. Account Maintenance

The Contractor shall maintain and safeguard all bank accounts associated with the Housing 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. Certain reports are necessary to verify compliance and aid the Contractor in carrying out the objectives of this agreement.

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 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 shall be consistent with the Program Regulations.

4. Maintenance

The Contractor shall maintain the Housing 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.

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 shall 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 shall 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.

EXHIBIT D

6. Termination of Agreement

- A. This Agreement may be terminated prior to the ending date of this Agreement without cause by the Contractor only upon conclusion of the on-season period, and the Department is provided thirty (30) days prior written notice. 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 Housing 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

The Contractor shall provide the Department with written progress reports, Demographic Input Form, Monthly Occupancy Report, OMS Request for Disposal of Property, inventory of all OMS-owned equipment, Smog Inspection Report (as needed), and verification of annual opening and closing dates, at the times and in the format required by the Department.

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 approval shall not be unreasonably withheld by the Department. A subcontractor is not eligible to receive funds if they are not licensed, 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 or services or subcontracts performance of this Agreement, the Contractor shall adopt the following procedures which shall 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 the rehabilitation or construction contract and/or service or purchase agreement to the lowest responsible bidder or reject all bids; provided, however, that no awards shall be made without prior written approval of the State.

EXHIBIT D

- 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 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

EXHIBIT D

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 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

EXHIBIT D

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/financial-assistance/asset-management-and-compliance/Insurance_Guidelines.pdf.

- B. The Contractor shall pay premiums out of the General Operating Account and premiums will be treated as an operating expense.
- C. 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.

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 shall 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 Agreement for United States Department of Agriculture Rural Development (RD)
Financed Multiple Family Housing Centers**

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 15-OMS-10558. The Housing Center(s) is further described as follows:

Name:	Davis Migrant Center		
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 construction, fixtures, and equipment. With the aid of this information and inspection

EXHIBIT E

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 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.

EXHIBIT E

- 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.
- 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

EXHIBIT E

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.
- 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.

EXHIBIT E

- 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.
- 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.

EXHIBIT E

- 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).

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 _____, 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

EXHIBIT E

- 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:

- 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.

EXHIBIT E

- 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 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.

EXHIBIT E

- 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.

**Department of Housing and Community
Development**

«Contractor»

By: _____
Title: OMS Program Manager
Witness: _____

By: _____
Title: _____
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: _____

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

Office of Migrant Services
P.O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771
Fax (916) 263-2763



OCT 22 2015

Lisa A. Baker, Executive Officer
Housing Authority of the County of Yolo
147 West Main Street
Woodland, CA 95695

Re: Standard Agreement Number 15-OMS-10559 (RD)

Dear Ms. Baker:

Attached is an electronic version of the OMS Standard Agreement for your USDA Rural Development (RD)-affiliated migrant center, which includes the following:

- Standard Agreement (STD 213) Cover Page
- Exhibit A – Authority, Purpose and Scope of Work
- Exhibit A-1 – Legal Description
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit B-1 – Year One Operating Contract Budget
- Exhibit B-2 – Year Two Operating Contract Budget
- Exhibit D – Office of Migrant Services Terms and Conditions
- Exhibit E – Special Terms and Conditions

Please note that Exhibit C – State of California, General Terms & Conditions is now incorporated by reference (See STD 213 for more information)

For expeditious processing of this Agreement, please complete the following:

- Review the Standard Agreement thoroughly and if necessary discuss the requirements with your legal and financial advisers.
- Provide a certified Resolution (see attached example) which identifies the name and title of the person designated and authorized to accept and execute this Agreement and any Amendments thereto.
- Print seven (7) copies of the STD 213 **cover page only**. Each copy of the STD 213 cover page must contain an **original signature** by the person authorized by the Resolution to execute the Agreement, **printed name, title and date**.
- Print seven (7) copies of Exhibit E (pages 6-7). In Paragraph 8.A., provide the name of the Financial Institution as requested. In Paragraph 8.B., provide the name of the Security Deposit Account as requested.
- Print seven (7) copies of the Exhibit E, Signature Page (page 10). The person authorized by the Resolution and the Witness must provide **original signatures** on **each copy** of the Exhibit E Signature Page.

- Return seven (7) copies of the originally signed STD 213 cover page, Exhibit E (page 6), Exhibit E, Signature Page (page 10), and one (1) copy of the certified Resolution, **within 30 days** from the date of this letter, to:

Department of Housing and Community Development
Business and Contract Services Branch
P.O. Box 952050
Sacramento, CA 94252-2050

Failure to return the requested documents within the required 30-day period may result in cancellation of this Agreement.

Maintain this electronic version of the complete Agreement (STD 213 and Exhibits A through E) for your records. Upon receipt of the signed STD 213s and certified Resolution as identified above, the Department will complete the approval process. Once approved, an electronic copy of the executed Agreement will be emailed to you with the original (signed) document to follow via U.S. Mail.

Please note that this Agreement is not effective until it is signed by the Department.

Please accept my best wishes for a successful program. Should you have any questions regarding this Agreement or the provisions therein, please contact Maria Montanez, OMS Contract Manager, at (916) 263-1606.

Sincerely,



Rosemary Avila
OMS Program Manager

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 15-OMS-10559
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
Housing Authority County of Yolo

2. The term of this Agreement is: **Upon HCD Approval through 06/30/2017**

3. The maximum amount of this Agreement is: **\$1,227,301.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

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 - Year One Operating Budget	2
Exhibit B-2 - Year Two Operating Budget	2
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - Office of Migrant Services Terms and Conditions	6
Exhibit E - Special Terms and Conditions	10

TOTAL NUMBER OF PAGES ATTACHED: 27 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 <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Service Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc)		
Housing Authority County of Yolo		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
147 West Main Street, Woodland, CA 95695		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Housing and Community Development		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Lindy Suggs, Contracts Manager, Business & Contract Services Branch		
ADDRESS		
2020 W. El Camino Ave, Sacramento, CA 95833		

Exempt per: SCM 4.04.A.3 (DGS Memo dated 6/12/81)

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, Legal Description 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 Section 7611 of 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 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 and Maintenance of the Housing Center(s).
- C. The commonly accepted name and street address of the Housing Center(s) is

Madison Migrant Center
29289 State Highway 16
Madison, CA 95653

EXHIBIT A

3. Term

- A. The Contractor shall complete the activities as set forth in this Agreement and be fully funded, pursuant to Exhibit B, Budget Detail and Payment Provisions, prior to July 1, 2017.

4. Department Contract Coordinator

The Department Contract Coordinator for this Agreement is the OMS Program Manager, Division of Financial Assistance, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement, sent via first class U.S. Mail to the Department Contract Coordinator at the following address:

OMS Program Manager
Department of Housing and Community Development
Division of Financial Assistance
Post Office Box 952054, MS 500
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 sent via first class U.S. Mail to the Contractor's Contract Coordinator at the following address:

Housing Authority of the County of Yolo
Lisa A. 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 \$615,724.00 for fiscal year 2015/16 and \$611,577.00 for fiscal year 2016/17, not to exceed \$1,227,301.00 (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, 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 shall be 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.
- E. Any adjustments to the Year 1 or Year 2 Budget require an amendment to this agreement and written justification.

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 or its authorized agent, funds not to exceed the total amount stated in Paragraph 1.A of this Exhibit.
- B. The Department further agrees to disburse said funds only for the approved purposes and itemized amounts as described in the Budget.
- C. 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 signed timesheets, reserve accounts, tenant security deposit account, CARE account bank statements, rental income reports, itemized receipts, invoices, and any other documentation required by the Department. The Department shall withhold reimbursement until all required documentation is received and verified. At the end of each fiscal year, 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), provided the Department certifies there is no need to address reasonable general

EXHIBIT B

maintenance requirements or repairs, rehabilitation, and replacement needs of the requesting migrant farm labor center which affect the immediate health and safety of residents.. The cumulative balance shall not exceed 10 percent of the operating funds annually committed to the Contractor by the Department. Funds in the reserve account shall be used only for capital improvements such as replacing or repairing structural elements, furniture, fixtures, or equipment of the migrant farm labor center, the replacement or repair of which are reasonably required to preserve the migrant farm labor center. Withdrawals from the reserve account shall be made only upon receipt of the written approval of the Department detailing the amount and nature of expenditures. Withdrawals or expenditures made without prior Department approval are not subject to required repayment. This reserve account, all other reserve accounts, the tenant security deposit account, and the general operations account must be maintained separately from one another.

- D. 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, per annum, as stated in Paragraph 1.A. These advanced funds shall be applied against the first (6) six months of invoices until they are recaptured, for each year of funding provided under this Agreement.
- E. If the Contractor expends funds in a manner consistent with this Exhibit and the Budget on or after July 1, per annum, but before the Department executes this Agreement, these expenditures may be reimbursed from the advance provided by the Department pursuant to Paragraph 2.D. of this Exhibit. However, the Department will not reimburse these expenditures until this Agreement is executed by the Department.
- F. The Department shall disburse requested funds for Work performed on behalf of or by the Contractor, and documented by the Contractor, or for equivalent services that have been rendered to and documented by the Contractor, or for the actions that are to be performed and documented by the Contractor pursuant to statute, regulation, contract, or schedule.
- G. 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.

3. 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, however, shall funds be transferred between fiscal years, nor shall the total amount of this Agreement be exceeded, without prior execution of a formal amendment to this Agreement.

EXHIBIT B

4. 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:
- 1) Funds may be spent only for the items and activities, in the maximum amounts specified, and according to the priority expressed in Item F of the Budget.
 - 2) Notwithstanding Paragraph 3 of this Exhibit, these funds shall not be subject to transfer to other cost categories.
 - 3) No advances shall be provided by the Department from these funds. 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).
- B. Funds allocated to Water Conservation Grant Program (WCGP) as specified in line item 304a of the Year One Budget shall be subject to the following provisions:
- 1) Funds include the cost for labor and materials, and may be spent only for the items and activities, in the maximum amounts specified. These funds are not subject to line 401 (10% administrative support fee) of the Year One Budget.
 - 2) Notwithstanding Paragraph 3 of this exhibit, these funds shall not be subject to transfer to other cost categories.
 - 3) No advances shall be provided by the Department from these funds. Contractor will be required to cover the expense using line item 401 – Administrative Support Services or other non-OMS funds. All reimbursements shall be in arrears and shall require separate invoices accompanied with itemized receipts and a listing of all units that received low flow fixtures.
 - 4) All low flow fixtures specified in Item F of the Year One Budget shall be purchased and installed by February 28, 2016. An OMS representative will schedule and perform a visual inspection for compliance within ten (10) business days of installation.

EXHIBIT B

- 5) As applicable per Line Item F of the Year One Budget, Contractor must install faucet aerators rated at 1.5 gallons per minute (GPM) or less, showerheads rated at 2.0 GPM or less, urinals rated at 0.5 gallons per flush (GPF) or less, and toilets rated at 1.28 GPF or less.
 - 6) Any funds not expended upon the completion of work shall be automatically disencumbered and shall not be available for additional expenditures or reimbursements, without exception.
 - 7) Contractor must submit Drought Action Matrix updates and water usage on a monthly basis.
- C. 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 G of the Budget.
- D. 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 Contractor to administer the OMS program.
- E. Before purchasing a motor vehicle, the Contractor shall submit documentation to the OMS Program Manager demonstrating that a competitive procurement process was followed and shall receive prior approval for the purchase from the Department.

5. 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 legal and binding by the Department, the Department may exercise its option to cancel this Agreement or, at the Department's sole discretion, 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.

EXHIBIT B-1

YEAR ONE OPERATING CONTRACT BUDGET

Contract No. 15-OMS-10559		
Term: 07/01/2015 - 06/30/2016		
	CONTRACTOR FUNDS	STATE FUNDS
A. CENTER PERSONNEL		
101 Permanent Salaries/Wages	\$	\$ \$ 78,167.00
102 Temporary Salaries/Wages		\$ 13,790.00
103 Personnel Benefits		\$ 62,316.00
SUBTOTAL	\$ 0.00	\$ 154,273.00
B. OPERATING EXPENSES		
201 Center Office Supplies	\$	\$ \$ 1,100.00
202 Household Supplies		\$ -
203 Communications		\$ 2,500.00
204 Travel		\$ 700.00
205 Auto Repairs/Maintenance		\$ 1,000.00
206 Gas/Oil		\$ 2,400.00
207 Minor Equipment Repair/Maintenance		\$ 1,000.00
208 Purchases Under \$150		
209 Major Equipment Repair/Maintenance	1,200.00	\$ 4,000.00
211 Equipment Rental		
212 Electricity and Gas		\$ 63,000.00
213 Garbage, Trash		\$ 14,000.00
214 Sewer, Water		\$ 101,000.00
215 Other Costs		\$ 98,970.00
SUBTOTAL	\$ 1,200.00	\$ 289,670.00
C. MAINTENANCE EXPENSES		
301 Electrical/Plumbing/Paint/Solar Supplies	\$	\$ \$ 5,000.00
302 Lumber and Materials		\$ 4,900.00
303 Grounds Maintenance		\$ 2,950.00
304 Minor Rehabilitation		\$ -
304a Water Conservation Grant (WCGP)		\$ 727.00
SUBTOTAL	\$ 0.00	\$ 13,577.00
D. CONTRACTOR ADMINISTRATION		
401 Administrative Support Services	\$	\$ \$ 56,018.00
402 Travel		\$ 1,300.00
403 Audit		\$ 1,250.00
SUBTOTAL	\$ 0.00	\$ 58,568.00
E. DEBT SERVICE & REPLACEMENT		
501 Reserves	\$	\$ \$ 11,500.00
502 Payment		\$ 88,136.00
SUBTOTAL	\$ 0.00	\$ 99,636.00
TOTAL	\$ 1,200.00	\$ 615,724.00

THIS IS NOT AN INVOICE

EXHIBIT B-2

YEAR TWO OPERATING CONTRACT BUDGET

Contract No. 15-OMS-10559		
Term: 07/01/2016 - 06/30/2017		
	CONTRACTOR FUNDS	STATE FUNDS
A. CENTER PERSONNEL		
101 Permanent Salaries/Wages	\$	\$ 78,167.00
102 Temporary Salaries/Wages		13,790.00
103 Personnel Benefits		62,316.00
SUBTOTAL	\$ 0.00	\$ 154,273.00
B. OPERATING EXPENSES		
201 Center Office Supplies	\$	\$ 1,100.00
202 Household Supplies		0.00
203 Communications		2,500.00
204 Travel		700.00
205 Auto Repairs/Maintenance		1,000.00
206 Gas/Oil		2,400.00
207 Minor Equipment Repair/Maintenance		1,000.00
208 Purchases Under \$150		0.00
209 Major Equipment Repair/Maintenance		1,000.00
211 Equipment Rental		0.00
212 Electricity and Gas		63,000.00
213 Garbage, Trash		14,000.00
214 Sewer, Water		101,000.00
215 Other Costs		98,970.00
SUBTOTAL	\$ 0.00	\$ 286,670.00
C. MAINTENANCE EXPENSES		
301 Electrical/Plumbing/Paint/Solar Supplies	\$	\$ 5,000.00
302 Lumber and Materials		4,900.00
303 Grounds Maintenance		2,950.00
304 Minor Rehabilitation		0.00
SUBTOTAL	\$ 0.00	\$ 12,850.00
D. CONTRACTOR ADMINISTRATION		
401 Administrative Support Services	\$	\$ 55,598.00
402 Travel		1,300.00
403 Audit		1,250.00
SUBTOTAL	\$ 0.00	\$ 58,148.00
E. DEBT SERVICE & REPLACEMENT		
501 Reserves	\$	\$ 11,500.00
502 Payment		88,136.00
SUBTOTAL	\$ 0.00	\$ 99,636.00
TOTAL	\$ 0.00	\$ 611,577.00

EXHIBIT D

OFFICE OF MIGRANT SERVICES 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 Housing Center(s) shall 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 shall be referred to as the "off-season."
- B. During the on-season:
 - 1) All common facilities of the Housing Center(s) subject to this Agreement, other than the housing units, shall be available, as required by the Department, for the purpose of child care 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) Residents of the Housing Center(s), after prior notice to the Contractor, shall be permitted to use the common facilities of the Housing Center(s) at any time such facilities are not required for use of programs scheduled by the Department or the Contractor, such as child care programs, health programs, or educational programs.
- C. During the off-season, the Housing Center(s) shall 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 shall not be inconsistent or incompatible with the purposes of this Agreement.

2. Financial Management

A. Rents and Other Receipts

Pursuant to the Statutes, 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), in accordance with rates established by the Department. Such receipts collected under this provision shall be remitted by the Contractor to the Department via check by the 10th of each month to the following address:

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

EXHIBIT D

deposits. Security deposits shall be deposited into a separate account from the General Operating account, reserve account and CARE account. This account shall be regularly maintained by the Contractor.

C. Account Maintenance

The Contractor shall maintain and safeguard all bank accounts associated with the Housing 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. Certain reports are necessary to verify compliance and aid the Contractor in carrying out the objectives of this agreement.

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 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 shall be consistent with the Program Regulations.

4. Maintenance

The Contractor shall maintain the Housing 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.

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 shall 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 shall 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.

EXHIBIT D

6. Termination of Agreement

- A. This Agreement may be terminated prior to the ending date of this Agreement without cause by the Contractor only upon conclusion of the on-season period, and the Department is provided thirty (30) days prior written notice. 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 Housing 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

The Contractor shall provide the Department with written progress reports, Demographic Input Form, Monthly Occupancy Report, OMS Request for Disposal of Property, inventory of all OMS-owned equipment, Smog Inspection Report (as needed), and verification of annual opening and closing dates, at the times and in the format required by the Department.

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 approval shall not be unreasonably withheld by the Department. A subcontractor is not eligible to receive funds if they are not licensed, 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 or services or subcontracts performance of this Agreement, the Contractor shall adopt the following procedures which shall 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 the rehabilitation or construction contract and/or service or purchase agreement to the lowest responsible bidder or reject all bids; provided, however, that no awards shall be made without prior written approval of the State.

EXHIBIT D

- 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 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

EXHIBIT D

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 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.

EXHIBIT D

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/financial-assistance/asset-management-and-compliance/Insurance_Guidelines.pdf.
- B. The Contractor shall pay premiums out of the General Operating Account and premiums will be treated as an operating expense.
- C. 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.

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 shall 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 Agreement for United States Department of Agriculture Rural Development (RD)
Financed Multiple Family Housing Centers**

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 15-OMS-10559. The Housing Center(s) is further described as follows:

Name: Madison Migrant Center
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 construction, fixtures, and equipment. With the aid of this information and inspection

EXHIBIT E

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 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.

EXHIBIT E

- 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.
- 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

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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.
- 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.

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- 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.
- 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.

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- 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).

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 _____, 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

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- 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:

- 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.

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- 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 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.

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- 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.

**Department of Housing and Community
Development**

«Contractor»

By: _____
Title: OMS Program Manager
Witness: _____

By: _____
Title: _____
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: _____