

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



AGREEMENT NUMBER <b>11-OMS-954 (RD)</b>
REGISTRATION NUMBER <b>N/A</b>

- 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**
- The term of this Agreement is: **Upon HCD Approval** through **August 31, 2012**
- The maximum amount of this Agreement is: **\$ 469,558.00**
- 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	page(s)
Exhibit A-1 - Legal Description	1	page(s)
Exhibit B - Budget Detail and Payment Provisions	2	page(s)
Exhibit B-1 - Operating Contract Budget	2	page(s)
Exhibit C - State of California General Terms and Conditions*	GTC - 610*	
Exhibit D - Office of Migrant Services Terms and Conditions	5	page(s)
Exhibit E - Special Terms and Conditions	10	page(s)
<b>TOTAL NUMBER OF PAGES ATTACHED:</b>	<b>22</b>	<b>page(s)</b>

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.

<b>CONTRACTOR</b>		California Department of General Services Use Only           <input checked="" type="checkbox"/> Exempt per: SCM 1, 4.04.3 (DGS Memo Dated 6/12/81)
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>Housing Authority, County of Yolo</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS <b>147 West Main Street Woodland, CA 95695</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>Department of Housing and Community Development</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Stacy Q. Hernandez, Contracts Manager Business and Contract Services Branch</b>		
ADDRESS <b>1800 Third Street, Room 350, Sacramento, CA 95811</b>		

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**  
**(Housing Center Operations)**

**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

**3. Term**

- A. This Agreement is effective upon approval by the Department which is the date stamped

**EXHIBIT A**

by the Department in the lower right hand corner of the Std. 213, Standard Agreement.

- B. 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 31, 2012.

**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 Contact Coordinator at the following address:

OMS Program Manager  
Department of Housing and Community Development  
Division of Financial Assistance  
Post Office Box 952054, MS 390-8  
Sacramento, CA 94252-2054

**5. Contractor Contact Coordinator**

The Contractor's Contact 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 Contact Coordinator at the following address:

Housing Authority, County of Yolo  
Lisa Baker  
147 West Main Street  
Woodland, CA 95695  
lbaker@ycha.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: Four Hundred Sixty Nine Thousand Five Hundred and Fifty Eight Dollars (\$469,558.00). Unless this contract is amended, the Department shall not be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
- B. 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, Operating Contract Budget ("Budget") attached hereto and incorporated herein.

**2. Disbursement of Funds**

- A. Upon receipt of a certified resolution authorizing this Agreement and any amendments thereto, 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 invoices approved by the Department. However, 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).
- 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 as stated in Paragraph 1.A. These advanced funds shall be applied against the final three (3) months of invoices for this Agreement period.
- E. If the Contractor expends funds in a manner consistent with this Exhibit and the Budget on or after July 1, 2011, 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 shall 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.

**EXHIBIT B**

**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. In no event, however, shall the total amount of this Agreement be exceeded without prior execution of a formal Amendment to this Agreement.

**4. Special Funding Conditions**

A. Funds allocated for Minor Rehabilitation as specified in Line Item C, 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 Line Item F, Approved Rehabilitation Activities, 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 HCD from these funds. All reimbursements shall be in arrears and shall require submission of invoices and related supporting documentation in a manner directed by HCD.
- 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 in Line 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 Line Item G, Approved Equipment Repair/Maintenance, of the Budget.

C. 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

**OPERATING CONTRACT BUDGET**

LINE ITEM	CONTRACTOR FUNDS	STATE FUNDS
<b>A. CENTER PERSONNEL</b>		
101 Permanent Salaries/Wages		\$95,109.00
102 Temporary Salaries/Wages		0
103 Personnel Benefits		\$54,223.00
<b>SUBTOTAL</b>	<b>\$ -</b>	<b>\$149,332.00</b>
<b>B. OPERATING EXPENSES</b>		
201 Center Office Supplies		\$500.00
202 Household Supplies		\$200.00
203 Communications		\$2,400.00
204 Travel		\$500.00
205 Auto Repairs/Maintenance		\$2,400.00
206 Gas/Oil		\$2,400.00
207 Minor Equipment Repair/Maintenance		\$600.00
208 Purchases Under \$150		0
209 Major Equipment Repair/Maintenance		\$5,050.00
211 Equipment Rental		\$170.00
212 Electricity and Gas		\$40,000.00
213 Garbage, Trash		\$9,500.00
214 Sewer, Water		\$49,500.00
215 Other Costs		\$24,463.00
<b>SUBTOTAL</b>	<b>\$ -</b>	<b>\$137,683.00</b>
<b>C. MAINTENANCE EXPENSES</b>		
301 Electrical/Plumbing/Paint/Solar Supplies		\$8,562.00
302 Lumber and Materials		\$3,200.00
303 Grounds Maintenance		\$3,120.00
304 Minor Rehabilitation		\$16,900.00
<b>SUBTOTAL</b>	<b>\$ -</b>	<b>\$31,782.00</b>
<b>D. CONTRACTOR ADMINISTRATION</b>		
401 Administrative Support Services		41,332.00
402 Travel		400.00
403 Audit		1,250.00
<b>SUBTOTAL</b>	<b>\$ -</b>	<b>\$42,982.00</b>
<b>E. DEBT SERVICE &amp; REPLACEMENT</b>		
501 Reserves		\$48,000.00
502 Payment		\$59,779.00
<b>SUBTOTAL</b>	<b>\$ -</b>	<b>\$107,779.00</b>
<b>TOTAL</b>	<b>\$ -</b>	<b>\$469,558.00</b>

THIS IS NOT AN INVOICE

EXHIBIT B-1

LINE ITEM	CONTRACTOR FUNDS	STATE FUNDS
F. APPROVED REHABILITATION ACTIVITIES		
To be determined		\$14,900.00
Pest control		\$2,000.00
<b>TOTAL (TO LINE 304)</b>	\$ -	\$16,900.00
G. APPROVED EQUIPMENT REPAIR/MAINTENANCE		
Lawnmower		\$1,000.00
Dishwasher		\$450.00
Polaris annual service and schedule maintenance		\$600.00
Paint machine		\$2,500.00
Replace office floor with ceramic tile		\$500.00
<b>TOTAL (TO LINE 209)</b>	\$ -	\$5,050.00

THIS IS NOT AN INVOICE



**EXHIBIT D**

**OFFICE OF MIGRANT SERVICES TERMS AND CONDITIONS**  
**(Housing Center Operations)**

**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. Rent**

Pursuant to the Statutes, the Contractor shall collect rent for occupancy of the Housing Center(s) in accordance with rates established by the Department. Rent collected under this provision shall be remitted by the Contractor to the Department on a monthly basis in the manner required by 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.

**EXHIBIT D**

**5. Acquisitions and Property**

If property costing less than one hundred fifty dollars (\$150) 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 hundred fifty dollars (\$150) 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 five thousand dollars (\$5,000) or more is acquired or disposed of, the Contractor shall notify the Department within thirty (30) days of that acquisition or disposal so that the Department may properly account for acquisition or disposal of said property.

**6. Termination of Agreement**

- A. 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 (1) 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 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) 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.

**EXHIBIT D**

**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 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

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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 any 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 damage in the amounts not less than one million dollars (\$1,000,000) 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. The State of California must be named as additional insured with a maximum of a ten thousand dollars (\$10,000) deductible per occurrence.
- B. The Contractor shall pay premiums out of the General Operating Account and premiums will be treated as an operating expense.

**EXHIBIT D**

- 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 13 0. The Housing Center(s) is further described as follows:

Name: Davis  
Location:  
City: Dixon  
County: COUNTY OF YOLO Dixon  
State: California  
No. of Dwelling Units: 62  
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 budget.



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- 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 (the "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.
- 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.

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**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 handicaps.
- 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 deposits. Security deposits shall be deposited in a separate account, at the Bank indicated above. This account shall be carried in the Department's name and designated of record as: " \_\_\_\_\_ Security Deposit Account." This account shall be regularly maintained by the Contractor.

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C. Account Maintenance

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

D. Accounting System

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

**9. Housing Center Maintenance and Repair**

The Contractor agrees to:

- A. Maintain and repair the Housing Center(s) in accordance with the Management Plan and local codes, and keep it in a condition acceptable to the Department and RD at all times. This shall include, but is not limited to cleaning, painting, decorating, plumbing, carpentry, grounds care, energy conservation measures and practices; and other such maintenance and repair work as may be necessary, subject to any limitations imposed by the Department in addition to those contained herein. Special attention shall be given to preventive maintenance, and to the greatest extent feasible, the services of regular maintenance employees shall be used.
- B. Purchase all materials, equipment, tools, appliances, supplies, and services necessary for proper maintenance and repair of the Housing Center(s) as stipulated in the Management Plan, Budget, and/or other written documentation from the Department.
- C. Subject to the Department's prior written approval, contract with qualified independent contractors for the maintenance and repair of air-conditioning and heating systems, elevators, and for extraordinary repairs beyond the capability of regular maintenance employees. Any identity of interest shall be identified in accordance with Paragraph 1.C. of this Exhibit.
- D. Systematically receive and promptly investigate all service requests from tenants, take such action as may be justified, and maintain records of the same. Emergency requests shall be received and services provided on a twenty-four (24) hour basis. Serious complaints shall be reported to the Department after investigation.
- E. Advise the Department of any cost-effective and adaptable energy conservation measures or practices that should be used in the Housing Center(s). The Contractor shall encourage their use and shall assist the Department during any installation of these measures or institution of practices.

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- 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.
- 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

**EXHIBIT E**

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.
- 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.

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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**

**Housing Authority, County of Yolo**

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

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

Title: OMS Program Manager

Title: Executive Director

Witness: \_\_\_\_\_

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: \_\_\_\_\_