

**YOLO COUNTY HOUSING
AGREEMENT NO. _____**

**(Agreement for Legal Services Between
Yolo County Housing and the County of Yolo through its County Counsel Office)**

THIS AGREEMENT is made this 1st day of May, 2008, by and between the County of Yolo and the Housing Authority of the County of Yolo ("Yolo County Housing") for the professional services of the County Counsel of Yolo County or his/her designee ("County Counsel") to serve as legal counsel to Yolo County Housing beginning July 1, 2008 and ending June 30, 2009.

A. Services To Be Provided By The County of Yolo. The Office of the County Counsel will serve as legal counsel to the Executive Director, or his/her designee, and the Board of Commissioners of Yolo County Housing. As such, the County Counsel will undertake all of the following legal services in a professional, responsible and competent manner: Provide such legal advice, advocacy, and opinions as requested by the Executive Director, or his/her designee, and the Board of Commissioners.

The maximum amount of time to be spent by the attorneys of the Office of the County Counsel on legal services pursuant to this Agreement shall not be limited. The County Counsel will provide to Yolo County Housing an accounting of time spent on legal services pursuant to this Agreement. Such accounting shall be provided on a regular basis, and at a minimum shall be provided quarterly. In providing these services, the Office of the County Counsel shall not be an employee of Yolo County Housing, but shall be an employee of the County of Yolo and the County of Yolo shall be responsible for all required taxes and other obligations for itself and the County Counsel including applicable withholding taxes, unemployment insurance, federal social security, and workers' compensation insurance coverage.

B. Compensation and Expenses To Be Paid By Yolo County Housing. For the legal services provided during the term of this Agreement, County Counsel shall bill Yolo County Housing at an hourly rate of \$135.00 (One hundred thirty-five dollars). All office-related (A-87) costs and expenses are included in this amount. In the event that Ms. Robyn Truitt Drivon, County Counsel for the County of Yolo, and a Deputy County Counsel for the County of Yolo, both attend a Board meeting or consult with each other on Yolo County Housing-related legal issues, Yolo County Housing shall only compensate the County of Yolo for the time spent by one attorney at such Board meeting or during such consultation. Notwithstanding the foregoing, the maximum amount of compensation and reimbursement for expenses to be paid by Yolo County Housing pursuant to this Agreement shall not exceed \$40,000.00 (Forty Thousand Dollars) for the term of the Agreement.

C. Payment for Services. County Counsel shall invoice Yolo County Housing on a quarterly basis, unless the parties mutually agree otherwise. Within ten (10) days at the

end of each quarter, County Counsel shall submit an invoice to Yolo County Housing for services rendered under the Agreement to the following address:

Yolo County Housing
Attention: Executive Director
147 W. Main Street
Woodland, CA 95695

The invoice submitted pursuant to this Paragraph shall show the Yolo County Housing Agreement number, if any, hours worked by each person who performed services during the billing period, the hourly rate of pay for each person who performed services, the dates on which the services were performed, a description of the services performed, actual out-of-pocket expenses incurred in the performance of the services, and such other information as Yolo County Housing may reasonably require.

Within thirty (30) calendar days of the Yolo County Housing Executive Director's authorization for payment of an invoice, Yolo County Housing's Finance Director shall either issue the payment or advise County Counsel in writing of any concerns that the Finance Director has with the request and any need for further documentation.

Yolo County Housing reserves the right to withhold payments in the event of County Counsel's performance being materially non-compliant with the Agreement. County Counsel's final invoice shall be clearly marked "FINAL."

D. **Applicable Laws.** In the performance of the services set forth in Paragraph A above, the County of Yolo and the Office of the County Counsel shall comply with all applicable laws, including but not limited to, the Federal requirements described in Exhibit A, attached hereto and incorporated herein by this reference.

E. **Termination of Agreement.** This Agreement may be terminated by either party at any time for convenience by giving the other party sixty (60) calendar days advance written notice, provided, however, that the services of the Office of the County Counsel shall not be deemed terminated until County Counsel has obtained leave of court to withdraw from any court or administrative tribunal proceeding in which County Counsel is the attorney of record for Yolo County Housing. The County of Yolo, the Office of the County Counsel, and Yolo County Housing each agree to sign any documents reasonably necessary to complete the County Counsel's discharge or withdrawal. Upon termination, County Counsel shall promptly submit its termination claim to Yolo County Housing.

F. **Notice.** During the term of this Agreement, all notices shall be made in writing and either served personally, sent by first class mail, or sent by facsimile provided confirmation of delivery is obtained at the time of facsimile transmission, addressed as follows:

To Yolo County Housing: Yolo County Housing
Attention: Executive Director
147 W. Main Street
Woodland, CA 95695
Telephone No.:(530) 662-5428
Fax No.: (530) 662-5429

To County of Yolo: Yolo County Counsel
Attention: Robyn T. Drivon
625 Court Street, Room 201
Woodland, CA 95695
Telephone No.: (530) 666-8172
Fax No.: (530) 666-8279

Any party may change the address to which notice is to be given by providing the other party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

Service of notices shall be deemed complete on the date of receipt if personally served or if served using facsimile machines provided confirmation of delivery is obtained at the time of facsimile transmission. Service of notices sent by first class mail shall be deemed complete on the fifth (5th) day following deposit in the United States mail.

G. **Assignment.** This Agreement shall not be assigned by the County of Yolo without the express written consent of Yolo County Housing.

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

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

J. **Amendment.** This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect.

K. **Entire Agreement.** This Agreement constitutes the entire agreement between the County of Yolo and Yolo County Housing and supersedes all prior negotiations, representations, or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set forth above.

Yolo County Housing

County of Yolo

By _____
Mike McGowan, Chairman
Board of Commissioners

By _____
Robyn T. Drivon
County Counsel

Attest:
Ana Morales, Clerk
Yolo County Housing

By _____
Deputy (Seal)

EXHIBIT A

COMPLIANCE WITH FEDERAL REQUIREMENTS

During the term of this Agreement, the County of Yolo through its Office of the County Counsel (referred to as "County Counsel") shall comply with all of the following federal requirements:

I. General Obligation of the County Counsel

County Counsel shall at all times comply with all applicable United States Department of Housing and Urban Development (HUD) regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the Term of this Agreement. The failure by the County Counsel to so comply shall constitute a material breach of this Agreement.

II. Access and Retention of Records

- A. County Counsel shall retain any and all records related to this Agreement for a period no less than three (3) years after final payment is made and all other pending matters are closed. Yolo County Housing, HUD, or the Comptroller General of the United States, or any of their duly authorized representatives shall, until three (3) years after final payment has been made and all other pending matters are closed under this Agreement, have access to and the right to examine any of the County Counsel's directly pertinent books, documents, papers, or other records involving transactions related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

III. Copyrights and Rights in Data (Ownership and Proprietary Interest)

Yolo County Housing shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by County Counsel pursuant to the terms of this Agreement, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Agreement. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of Yolo County Housing. Copies may be made for County Counsel's records but shall not be furnished to others without written authorization from Yolo County Housing. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by Yolo County Housing.

IV. Patents

Yolo County Housing shall possess all patent rights with respect to any discovery or invention, which arises or is developed in the course of or under this Agreement. County Counsel shall defend all suits or claims for infringement of any patent rights and shall save Yolo County Housing harmless from loss on account thereof, except that Yolo County Housing shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer(s) is specified and County Counsel has no reason to believe that the specified design, process, or product is an infringement. If, however, County Counsel has reason to believe that a design, process, or product specified is an infringement of a patent, County Counsel shall promptly notify Yolo County Housing's Contracting Officer. Failure to give such notice shall make the County Counsel responsible for the resultant loss.

V. Energy Efficiency

County Counsel shall comply with all mandatory standards and policies relating to energy efficiency, which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) for the State of California.

VI. Suspension and Debarment

County Counsel shall not make any award to any subcontractor or permit any award to any subcontractor at any tier which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII. Certificate and Release

Prior to final payment under this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, County Counsel shall execute and deliver to Yolo County Housing a certificate and release, in a form acceptable to Yolo County Housing, of all claims against Yolo County Housing by County Counsel under and by virtue of this Agreement, other than such claims, if any, as may be specifically excepted by County Counsel in stated amounts set forth therein.

VIII. Organizational Conflicts of Interest

- A. County Counsel warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Agreement and County Counsel's organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage; or
 2. The County Counsel's objectivity in performing the contract work may be impaired.
- B. County Counsel agrees that if after award it discovers an organizational conflict of interest with respect to this Agreement or any task/delivery order under the Agreement, he or she shall make an immediate and full disclosure in writing to Yolo County Housing's Contracting Officer which shall include a description of the action which the County Counsel has taken or intends to take to eliminate or neutralize the conflict. Yolo County Housing may, however, terminate the Agreement or task/delivery order for the convenience of Yolo County Housing if it would be in the best interest of Yolo County Housing.
- C. In the event County Counsel was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to Yolo County Housing's Contracting Officer, Yolo County Housing may terminate this Agreement for default.

IX. Inspection and Acceptance

- A. Yolo County Housing has the right to review, require correction, if necessary, and accept the work products produced by County Counsel. Such review(s) shall be carried out within thirty (30) days so as to not impede the work of the County Counsel. Any product of work shall be deemed accepted as submitted if Yolo County Housing does not issue written comments and/or required corrections within thirty (30) days from the date of receipt of such product from the County Counsel.
- B. County Counsel shall make any required corrections promptly at no additional charge and return a revised copy of the product to Yolo County Housing within seven (7) days of notification or a later date if extended by Yolo County Housing.
- C. Failure by County Counsel to proceed with reasonable promptness to make necessary corrections shall be a default. If County Counsel's submission of corrected work remains unacceptable, Yolo County Housing may terminate this Agreement (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services rendered.

X. Interest of Members of Congress

County Counsel warrants to Yolo County Housing that he or she is not a member or delegate to the Congress of the United States of America or a Resident Commissioner. No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise there from, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

XI. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

The parties understand that no member, officer, or employee of Yolo County Housing, no member of Yolo County Housing's Board of Commissioners, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

XII. Dissemination or Disclosure of Information

County Counsel shall not disseminate or disclose any information or material to the general public, the news media, or any person or organization without prior express written approval by Yolo County Housing.

XIII. County Counsel's Status

County Counsel understands that it is an independent contractor and is not to be considered an employee of Yolo County Housing, or assume any right, privilege, duties or benefits of an employee, including but not limited to unemployment, health/dental insurance, workers' compensation, vacation or sick leave. County Counsel shall save harmless Yolo County Housing and its employees from claims, suits, actions and costs of every description resulting from County Counsel's activities on behalf of Yolo County Housing in connection with this Agreement.

XIV. Other Contractors

Yolo County Housing may undertake or award other contracts for additional work at or near the site(s) of the work under this Agreement. County Counsel shall fully cooperate with the other contractors and with Yolo County Housing and HUD employees and shall carefully adapt scheduling and performing the work under this Agreement to accommodate the additional work, heeding any direction that may be provided by Yolo County Housing's Contracting Officer. County Counsel shall not commit or permit any act that will interfere with the performance of the work by any contractor Yolo County Housing employee.

XV. Liens

County Counsels is prohibited from placing a lien on Yolo County Housing's property. This prohibition shall apply to all subcontractors.

XVI. Additional HUD Requirements Pertaining to Legal Services Agreement

- A. During the pendency of this Agreement for legal services, County Counsel shall not, without HUD approval, represent any officer or employee of Yolo County Housing, in her/his individual capacity, in connection with potential civil liability or criminal conduct issues related to Yolo County Housing operations.
- B. County Counsel has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD (including the Office of Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by County Counsel cannot be inconsistent with the foregoing obligation. Specifically, County Counsel shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to Yolo County Housing records in response to document demands by HUD, GAO, or the officers and employees of HUD and GAO, notwithstanding possible discovery privileges that would otherwise be available to Yolo County Housing. HUD requires public housing agencies to provide HUD, GAO, or the officers and agents of HUD and GAO, with “full and free” access to all their books, documents, papers and records. See 24 CFR 85.42(e)(1).
- C. Yolo County Housing and County Counsel shall make available for inspection and copying, by HUD (including the Office of Inspector General), GAO, and the officers and employees of HUD and GAO, all invoices, detailed billing statements, and evidence of payment thereof relating to County Counsel’s engagement. Such records constitute “PHA records” and are subject to section B, above.
- D. If HUD or Yolo County Housing determines that County Counsel is violating any provision of this Paragraph XVI, it shall timely notify County Counsel of such violation. County Counsel will have forty-eight (48) hours following its receipt of the notice of violation to cease and desist from further violation. If County Counsel fails to adequately cure the noticed violation within forty-eight (48) hours: (1) HUD, in its discretion, may demand that Yolo County Housing terminate this Agreement for breach, or, henceforth, satisfy all costs associated with the Agreement with non-Federal funds; and/or (2) Yolo County Housing, in its discretion, may terminate this Agreement for breach. Additionally, HUD may sanction County Counsel pursuant to 24 CFR Part 24.