

# **Yolo County Housing**

**Lisa A. Baker, Executive Director**

147 W. Main Street  
WOODLAND, CA 95695

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

## BOARD OF COMMISSIONERS

Duane Chamberlain  
Marlene Barnes  
Michael H. McGowan  
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Steven Tupolo  
Mariko Yamada

DATE: July 3, 2008  
TO: YCH Board of Commissioners  
FROM: Lisa A. Baker, Executive Director  
SUBJECT: **Review and Ratify Memorandum of Understanding Between Yolo County Department of Alcohol, Drug and Mental Health (ADMH) and Yolo County Housing for Acquisition, Rehabilitation and Ownership of Housing for Full Service Mental Health Clients**

### **RECOMMENDED ACTIONS:**

That the Board of Commissioners ratify the Memorandum of Understanding (MOU) between ADMH and Yolo County Housing (YCH).

### **BACKGROUND / DISCUSSION**

On January 10, 2008, the Board approved entering into an MOU with ADMH in order to provide housing services to ADMH. In particular, the YCH would provide services to assist in the acquisition and rehabilitation of one to two facilities for full service mental health clients.

Since that time, YCH personnel have been working with ADMH to move forward with this project. As the project has moved forward, staff from both organizations have determined that it is to the benefit of both organizations to have the YCH own and manage the properties that will be acquired. In addition, it has been recognized that rehabilitation of acquired properties will require appropriate amounts of time to complete. As a result, staff is bringing forward a new MOU with ADMH to allow the YCH to acquire and rehabilitate one to two properties for full service mental health clients. This MOU allows the transfer of approximately \$700,000 in Mental Health Services Act (MHSA) funds to be used for acquisition, rehabilitation and furnishing of said properties.

Because there was a deadline of June 30, 2008 in which ADMH was required to expend these funds and because that deadline fell between Board meetings, the Director signed the MOU and requests that the Board ratify that decision.

**FISCAL IMPACT**

Not ratifying the MOU would render it null and void and prevent the YCH from moving forward with this program.

**CONCLUSION**

Staff requests that the Board ratify the MOU.

Attachment: Memorandum of Agreement between YCH and Yolo County ADMH

JUN 25 2008

ANA MORALES, CLERK OF THE BOARD  
BY Julia Dacht  
DEPUTY

**Memorandum of Understanding between County of Yolo Alcohol Drug and Mental Health Department and The Housing Authority of the County of Yolo regarding Acquisition of Mental Health Housing Facilities utilizing Mental Health Services Act Funds**

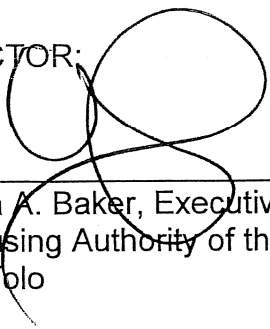
AGREEMENT NO. 08-149

THIS MEMORANDUM OF UNDERSTANDING (AGREEMENT) is made this 24th day of June, 2008, by and between the County of Yolo ("COUNTY"), and the Housing Authority of the County of Yolo a.k.a. Yolo County Housing ("CONTRACTOR"), who agree as follows:

**TERMS**

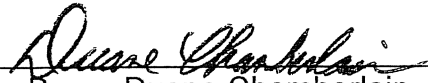
1. CONTRACTOR shall perform the following personal services as described in the attached Exhibit A: Scope of Services.
2. CONTRACTOR shall perform said services between June 24th, 2008, and December 31, 2008.
3. The complete contract shall include the following Exhibits attached hereto and incorporated herein: Exhibit A: Scope of Services, and Exhibit B: Insurance Requirements.
4. COUNTY shall pay to CONTRACTOR the amount of seven hundred thousand and no/100s dollars (\$700,000.00) immediately upon execution of this AGREEMENT. In consideration of this payment, CONTRACTOR shall satisfactorily and completely perform of all the terms and conditions of this Agreement.
5. CONTRACTOR, at his sole cost and expense, shall obtain and maintain throughout the entire term of this Contract, the insurance set forth in Exhibit B attached hereto.
6. CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the CONTRACTOR, it's officers, agents, or employees. COUNTY shall defend, indemnify, and hold harmless the CONTRACTOR, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the COUNTY, it's officers, agents, or employees.
7. CONTRACTOR shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. CONTRACTOR shall defend COUNTY and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that CONTRACTOR has violated any applicable law or regulation.
8. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the County may terminate this

CONTRACTOR:



By: Lisa A. Baker, Executive Director  
Housing Authority of the County  
of Yolo

COUNTY:

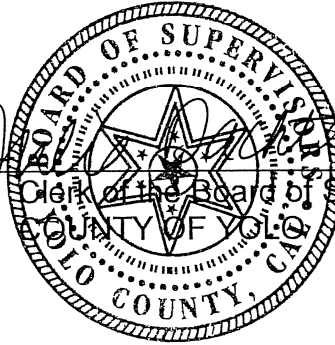


By: Duane Chamberlain, Chairman  
Yolo County Board of Supervisors

Attest:

Dated: Jan 23, 2008

By:  Clerk of the Board of Supervisors



APPROVED AS TO FORM:

Dated: 6/19/08



Robyn Truitt Drivon  
County Counsel, County of Yolo

Dated: 6/19/08



Daniel C. Cederborg  
Yolo County Housing Counsel

3. YCH and ADMH shall agree to a list of characteristics and parameters for properties that may be purchased by YCH pursuant to this MOU. Utilizing this list, YCH shall identify properties for purchase by YCH.
4. YCH shall obtain the approval of Yolo County ADMH prior to the purchase of any property pursuant to this MOU. Approval shall be obtained in the following manner:
  - a. YCH shall notify in writing or via e-mail the Director of ADMH or the Director's designee that YCH intends to make an offer on a designated property. The notice shall contain the address of the property, its basic characteristics and YCH's best estimate of the probable purchase price and costs to rehabilitate and furnish the unit to a condition adequate to house ADMH mental health clients.
  - b. YCH shall confirm that the notice has been received by the Director of ADMH or the Director's designee.
  - c. Within 24 hours of the confirmation of receipt of the notice by YCH, Yolo County ADMH shall approve or reject the property selected by YCH for purchase and development. If no response is provided by Yolo County ADMH within the 24 hour time limit, YCH may proceed with the purchase of the property and may perform any other services provided for under this MOU to develop the property into adequate housing for ADMH mental health clients.
5. YCH shall advise and consult with ADMH on the progress of construction, repair, rehabilitation or remodeling work on properties purchased pursuant to this MOU and the parties shall agree to a projected completion date for each property. YCH shall notify ADMH when the work on each property is complete and the property is ready for ADMH and/or its contractors to occupy.
6. YCH shall charge project development fees against the funds paid under this MOU pursuant to the following reimbursement rates:
  - a. Lisa A. Baker, Executive Director: \$95.00/hour
  - b. Fred Ichtertz, Capital/Rehabilitation Manager: \$75.00/hour
  - c. Project Manager, New development: \$90.00/hour
  - d. Additional Staff or community meetings/facilitation (as needed): \$45.00/per hour.

Absent the written agreement of Yolo County ADMH, project development fees charged by YCH shall not exceed \$100,000.00. Amounts billed under the previous Memorandum of Understanding between YCH and ADMH dated January 10, 2007 shall be counted against the \$100,000.00 limit.

Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this MOU and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager.
  6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
  7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
  8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
  9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
  10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the Director with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.