

AGREEMENT NO.

THIS AGREEMENT is made this ___ day of _____, 2019, by and between the County of Yolo, a political subdivision of the State of California, ("County"), and Yolo County Housing, a public body corporate and politic, ("YCH"), who agree as follows:

TERMS

1. Services. The parties shall perform the services set forth in Exhibit A [Scope of Services].
2. Term. This Agreement replaces and supersedes the Memorandum of Understanding between County and YCH dated January 1, 2017 ("MOU") and shall be retroactively effective as of December 4, 2017 and terminate as of June 30, 2019. This Agreement will automatically extend for an additional three 12-month periods, on the same terms and conditions, unless either party cancels the extension in writing to the other party by April 1st of the then-current contract year.
3. Exhibits. The complete contract shall include the following exhibits attached to and incorporated into this Agreement: Exhibit A: Scope of Services, Exhibit B: Budget and Method of Payment and Exhibit C: Insurance Requirements.
4. Compensation. Subject to YCH's satisfactory and complete performance of all the terms and conditions of this Agreement, and upon YCH's submission of an appropriate claim, County shall pay YCH no more than a total amount as set forth in Exhibit B for each year of this Agreement.
5. Insurance. The parties, at each party's sole cost and expense, shall obtain and maintain throughout the entire term of this Agreement, the insurance set forth in Exhibit C.
6. Indemnity. Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

In providing any defense under this Section, the indemnifying party shall use counsel reasonably acceptable to the party being indemnified. The provisions of this Section shall survive the termination or expiration of this Agreement.
7. Subcontractors. YCH shall have the right to use any subcontractor it has under contract and agrees to indemnify, defend, protect, hold harmless, and release County from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of said subcontractor. This indemnification obligation shall survive the expiration or termination of this Agreement.
8. Compliance with laws. YCH 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. YCH 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 YCH has violated any applicable law or regulation.

9. Termination

- a. Either party may terminate this Agreement for any reason or no reason with 60 days' written notice to the other party.
- b. County may immediately terminate this Agreement if:
 - i. The funding for the services provided under this Agreement is terminated; or
 - ii. YCH is unable or unwilling to comply with such additional conditions as may be applied by funding under this Agreement.
- c. 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 YCH 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 Agreement by giving ten days' advance written notice thereof to the YCH, in which event the County shall have no obligation to pay the YCH any further funds or provide other consideration and the YCH shall have no obligation to provide any further services under this Agreement, except to return the asset to the condition it was in prior to its occupancy use by this Program.
- d. The termination of this Agreement shall not relieve YCH of liability to County for any damages sustained by County by virtue of any act or omission or breach of this Agreement by YCH and County may offset any such damages against any reimbursement or payments otherwise due YCH pursuant to this Agreement or any other agreement. County may also take any corrective action as otherwise provided by State laws and regulations.

The termination of this Agreement shall not relieve County of liability to YCH for any damages sustained by YCH by virtue of any act or omission or breach of this Agreement by County and County must provide payment to YCH for all services rendered by YCH in good faith on or before the effective date of termination of this Agreement. YCH shall return to County any unexpended portions of the funds paid to YCH by County under this Agreement upon expiration or earlier termination of this Agreement.

10. Default. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than 30 days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within the 30-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than 15 days' advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

11. Independent contractor status. It is specifically agreed that in the making and execution of this Agreement, YCH and any agents and employees of YCH are independent contractors and

are not and shall not be construed to be agents or employees of County and that YCH shall have no authority, expressed or implied, to act on behalf of County or to bind County to any obligation whatsoever. It is further specifically agreed that in the making and execution of this Agreement, County and any agents and employees of County are independent contractors and are not and shall not be construed to be agents or employees of YCH and that County shall have no authority, expressed or implied, to act on behalf of YCH or to bind YCH to any obligation whatsoever.

12. Assignments and subcontracts. YCH shall not assign or subcontract any obligation of this Agreement or any portion thereof, with the exception of regular maintenance and repairs required in the normal course of business, without the express consent of County. Any attempt by YCH to assign or subcontract any performance of this Agreement without consent of County shall be null and void and shall constitute a breach of this Agreement.

13. Records. YCH shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four years, and shall make them available to County for audit and discovery purposes.

14. Notice. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and YCH at their respective addresses as follow:

YCH:

Attn: Chief Executive Officer, Yolo County Housing
147 W. Main Street
Woodland, CA 95695
Phone: (530) 662-5428
Fax: (530) 662-5429

County:

Attn: County Administrator, County of Yolo
625 Court Street, #202
Woodland, CA 95695
Phone: (530) 666-8150
Fax: (530) 668-4029

Any party may change the address or facsimile number to which such communications are to be given by providing the other party with written notice of such change at least 15 calendar days prior to the effective date of the change. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth day following deposit in the mail if sent by first class mail.

15. Entire agreement; modifications. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.

16. Severability. If any of the provisions of this Agreement is held invalid, the remainder shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

17. Choice of law; venue. 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 California State court located in Woodland, California.Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CONTRACTOR
Yolo County Housing

COUNTY:
County of Yolo

Lisa Baker, Chief Executive Officer

Ryan Pistoichini, Purchasing Manager

Approved as to form:
Philip J. Pogledich, County Counsel

By:_____
Carrie Scarlata, Asst. County Counsel

EXHIBIT A
Scope of Work

I. LEASE OF RESIDENCE

A. The parties agree that YCH shall purchase the single family residence located at 166 Buckeye Street, Woodland, California 95695 (“Residence”), lease it to the County on the terms and conditions set forth in this Agreement and provide property and physical asset management for the Residence.

B. County and YCH acknowledge and agree that the source of funds for the purchase of the Residence is intergovernmental transfer monies allocated to the County of Yolo and that the source of funds for the renovation is County Community Corrections Partnership funds. The County provided the funds to YCH for the purchase and renovation of the Residence pursuant to the MOU for the purpose of obtaining housing for use as transitional housing for a Yolo County Step Down program for Medi-Cal-eligible and justice-involved population in Yolo County.

C. County and YCH acknowledge and agree that YCH shall take and hold title to the Residence.

D. County and YCH acknowledge and agree that YCH's title to the Residence is subject to the terms of this Agreement including without limitation the provisions of this Agreement dealing with the disposition of the Residence upon termination (Section III below).

E. During the term of this Agreement, YCH shall not sell, encumber or transfer any interest in the title of the Residence without the express written consent of County as duly authorized by the Yolo County Board of Supervisors.

F. The parties agree that County will record a memorandum of this Agreement with the County of Yolo Recorder.

II. MANAGEMENT OF RESIDENCE

A. Responsibilities of County:

1. County will identify appropriate clients to live in the Residence (“client-occupants”).
2. County will transition out client-occupants who are no longer eligible to live in the Residence.
3. County will collect rent, if any, from client-occupants.
4. County will review with and explain to client-occupants all paperwork having to do with housing, housing expenses, personal expenses, loan agreements, releases of information, etc., which the clients may need to complete in order to live in the Residence.
5. County or designee will assist client-occupants to obtain General Assistance funding or other public assistance to contribute toward rent, which shall be payable to County or its designated subcontractor.

6. County or designee will assist client-occupants in meeting house rules that client occupants must abide by, which rules may be modified as needed over time by mutual agreement of the parties. No pets shall be allowed, except for those needed as a reasonable accommodation under the Fair Housing Act, the California Fair Employment and Housing Act, or the American with Disabilities Act. Client-occupants may only smoke outside in the backyard of the Residence in designated smoking areas; no indoor, front yard or front porch smoking is permitted at the Residence. Other than the Rent Ready Curriculum described below, County or designee will provide supportive housing services to client-occupants of the Residence, which services will include (but not be limited to), identifying and purchasing necessary items for the home over and above those provided by YCH, dealing appropriately with problems in the home, and maintaining good relationships with housemates and with neighbors. The services provided to client-occupants shall be the sole responsibility of County. All decisions relating to whether a client-occupant continues to reside in the Residence and/or receive such services shall be the responsibility of County.

7. County or designee will participate in regular house meetings with the client-occupants of the Residence.

8. County or designee will communicate promptly with YCH regarding any issues or problems relating to management of the physical property of the Residence, including requesting work orders and needs for repairs.

9. County will comply with all of the covenants, conditions and restrictions (CC&Rs) applicable to the Residence.

B. Responsibilities of YCH:

1. Maintenance and Repairs.

a. YCH will maintain the physical and structural safety of the structures and yards of the Residence.

b. YCH will provide maintenance and repairs for the structures and yards of the Residence, except that client-occupants shall be responsible for maintaining the yards at the Residence to include weeding, mowing and watering.

c. Emergency Maintenance or Repair Requests: YCH shall respond within 24 hours to emergency maintenance or repair requests, including, but not limited to, no running water, no heat in winter, a broken window or an entry door that won't lock.

d. Hazard Maintenance or Repair Requests: YCH shall respond within 72 hours to hazard maintenance or repair requests, including, but not limited to, no hot water, windows that will not remain open without assistance or cracked but not broken windows.

e. All Other Maintenance or Repair Requests: YCH shall respond within 30 days to all other requests made by County.

f. The parties understand that these time frames may need to be extended if parts required for maintenance or repairs are not immediately available and must be ordered.

2. YCH will provide 24-hour availability for emergency maintenance or repair needs in the structures and yards of the Residence.

3. YCH will provide ongoing yard maintenance for the Residence, except as provided in Section (B)(1)(b) above.

4. YCH will receive comments and complaints from neighbors and other members of the public concerning the Residence, whether offered in person, electronically or over the phone. Non-emergency complaints and comments shall be documented and conveyed to County by the next business day; emergency calls shall be immediately referred to the appropriate emergency services agency or agencies (Police, Fire, Ambulance, etc.) and to the telephone number(s) provided for this purpose by County and/or its designee.

5. YCH will submit a year end status report for work orders, damages, and client-occupant performance. This report will be submitted within 60 days of the end of the fiscal year.

6. YCH will deliver Rent Ready Curriculum and issue Certificates of Completion from program.

7. YCH will comply with all of the covenants, conditions and restrictions (CC&Rs) applicable to the Residence.

C. Responsibilities of Both Parties:

1. County and YCH will communicate promptly with each other about any relevant problems, issues, needs, complaints, or other feedback, whether positive or negative.

2. Any and all issues relating to client-occupant safety shall be paramount, and resolution of any such issues shall be considered the highest priority of the parties to this Agreement.

3. Should it become necessary to remove any client-occupant, such removal shall be done in accordance with relevant applicable law. County or its designee shall be solely responsible for handling any necessary removal.

III. Disposition of Residence

A. Upon termination or expiration of this Agreement for any reason, County shall have a right of first refusal to purchase the Residence from YCH at the price of one dollar (\$1.00). Upon purchase of the Residence, County must pay any outstanding costs owed YCH under this Agreement. County shall have 60 days following the termination or expiration of this Agreement to exercise this right of first refusal by providing a written notice to YCH. YCH shall have 60 days following the exercise of the right of first refusal to effect the transfer of title to County. County shall bear all costs of escrow or other expenses incurred in the transfer of title from YCH to County. This provision may be enforced by obtaining a court judgment for specific performance.

B. If upon termination or expiration of this Agreement, County fails to exercise its right of first refusal, YCH shall have the right to maintain title to the Residence, provided that YCH continues to designate the Residence as housing for low-income special needs persons. To exercise its option, YCH must record a restrictive covenant designating the Residence as housing for special needs persons within 60 days after it receives notice that County will not exercise its right of first refusal or failure to exercise the right.

C. If upon termination or expiration of this Agreement, County fails to exercise its right of first refusal, and YCH fails to maintain title by recording a restrictive covenant as indicated in Subsection F above, YCH shall sell the Residence. Both County and YCH shall cooperate in effecting the sale of the Residence in a manner that obtains the highest reasonable price for the Residence. Upon sale of property under these circumstances, YCH shall be entitled to

reimbursement from the proceeds of the sale for any costs of sale incurred by YCH. County shall be entitled to all remaining proceeds from sale of the Residence at close of escrow. County may, at its sole discretion and subject to any funding restrictions, elect to designate the proceeds for the acquisition, rehabilitation or construction of affordable housing by YCH for the designated population.

EXHIBIT B
Budget and Method of Payment

A. Regular Annual Compensation

1. County will compensate YCH for property and physical asset management of the Residence on a monthly basis subject to the maximum yearly amount set forth below. Costs are transferable between line items in order to meet actual demand and emergency needs. Total annual compensation shall not exceed \$23,000, excluding any additional services as outlined below, utility overages or excessive client-occupant damages or large scale house component failures.

a. Staffing ¹	\$4,500
b. Asset Management Fee ²	\$5,000
c. Electricity	\$2,400
d. Gas	\$700
e. Water	\$1,200
f. Sewer	\$500
g. Alarm System	\$360
h. Cable	\$1,200
i. Garbage/Trash	\$500
j. Materials/Supplies	\$900
k. Regular Repairs	\$300
j. Pest Control	\$1,366
l. Insurance	\$750
j. Resident Liaison	\$600
k. Rent Ready Curriculum	\$2,724
l. Contingency	\$4,000
TOTAL	\$27,000

2. Notwithstanding the foregoing, County's obligation to compensate YCH for other than the one-time initial costs shall only begin upon County's first placement of a client-occupant in the Residence.

3. On request and as needed, YCH can deliver additional services at an hourly rate when requested by County in writing. The parties shall meet annually to discuss any needed updates to the hourly rates set out below. Current rates are as follows:

- a. YCH Maintenance Staff: \$75.00 per hour
- b. Client Services Coordinator: \$37.00 per hour.
- c. Lease and Rental Coordinator: \$36.50 per hour

¹ "Staffing" includes direct property management expenses to address tenant/neighbor/other issues of that nature.

² "Asset management" includes administrative time to process payments, prepare reports and other indirect costs for the property.

4. County shall pay the difference between the utility allotment set out above and the actual utility costs upon YCH's provision of the utility bill to County reflecting the additional amount due in accordance with Section C below.

5. County shall be responsible for costs associated with client-occupant damages that exceed normal wear and tear and large-scale house component failure. YCH shall provide an estimate to County of these costs prior to initiating work. County shall provide written permission to begin work and approval shall not be unreasonably withheld by County, subject to the amount available in the contingency line item of the budget above, or other available funding if the contingency is insufficient. YCH shall invoice County for the approved work and payment shall be made in accordance with Section C.

6. The parties shall meet in good faith to develop a capital improvement plan for the Residence and then meet at least annually to discuss implementation of the plan. . The plan will include repair work to or replacement of the mechanical system (e.g., plumbing, air conditioning, heating), roof, flooring, and appliances. The plan, including anticipated costs and financing options, shall be added to this Agreement by a written amendment signed by both parties.

7. The parties shall meet at least annually to discuss the need for any budget adjustments and operational changes to be implemented for the next contract year.

B. Initial Start Up and One Time Fees

1. County will compensate YCH in the total amount of \$42,225 to reimburse for initial startup costs and one-time fees upon execution of this Agreement.
 - a. Building Improvements: \$35,000
 - b. Furniture/Fixtures: \$7,225
2. YCH shall provide to County a detailed record, along with receipts and timecards related to these one-time initial costs. At completion of the rehabilitation and furnishing, YCH shall provide County with an itemized billing for these costs.

C. Method of Payment

1. YCH shall submit monthly invoices to County detailing the services provided, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-tenth of an hour, the rate per hour charged for each person providing service, and an itemization of the actual expenses for which reimbursement is requested. Any claim for additional services pursuant to Section A shall also include a copy of the County's written approval in advance of such services being provided. If requested by the County, YCH shall provide any further documentation to verify the compensation and reimbursement sought by YCH.

2. Within 15 calendar days of the receipt of YCH's detailed invoice, the County shall either authorize payment or advise YCH in writing of any concerns that the County has with the invoice and any need for further documentation.

3. Within 30 calendar days of the County's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise YCH in writing of any

concerns that the County Auditor-Controller has with the request and any need for further documentation.

EXHIBIT C
Insurance Requirements

A. During the term of this MOU, each party, at its sole cost and expense, shall obtain and maintain throughout the entire term of this MOU, insurance coverage at the minimum limits of:

1. General Liability: One million dollars and no cents (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage; and
2. Automobile Liability: One million dollars and no cents (\$1,000,000.00) per accident for bodily injury and property damage; and
3. Workers' Compensation: Statutory limit.

B. County, its elected representatives, officers, agents, employees and volunteers shall be named as additional insured or as additional covered party for self-insurance, on all liability insurance or self-insurance maintained by YCH other than workers' compensation insurance. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by YCH's liability insurance policy. YCH, its elected representatives, officers, agents, employees and volunteers shall be named as additional insured or as additional covered party for self-insurance, on all liability insurance or self-insurance maintained by County other than workers' compensation insurance. Any insurance maintained by YCH shall apply in excess of, and not contribute with, insurance provided by County's liability insurance policy.