

AGREEMENT NO. \_\_\_\_\_

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the County of Yolo, a political subdivision of the State of California ("County"), and Yolo County Housing Authority, a public body corporate and politic ("YCH"), referred to as "the Parties" herein and who agree as follows:

1. Services; Relationship to Prior Agreements. The Parties shall perform the services set forth in Exhibit A. Upon the commencement of its term, this Agreement shall replace and supersede all prior agreements between the Parties regarding the property located at 166 Buckeye Street, Woodland, including but not limited to Agreement No. 19-79 and all amendments thereto.

2. Term. This Agreement shall be effective as of July 1, 2022 and terminate as of September 30, 2033, unless earlier terminated by either party pursuant to Section 9, below. This Agreement will automatically renew 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 1<sup>st</sup> of the then-current contract year.

3. Exhibits. The complete contract shall include the following exhibits attached to and incorporated into this Agreement by this reference as if fully set forth herein: 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.

A. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Party indemnifies and holds harmless the other Party for any loss, cost, or expense, including reasonable attorneys' fees that may be imposed upon or incurred by such other Party solely by virtue of Government Code Section 895.2

B. To the fullest extent permitted by law, each party shall defend (with counsel acceptable to the other party, which acceptance shall not be unreasonably withheld), indemnify, and hold harmless the other, its officials, officers, employees, volunteers, and agents (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, causes of action, costs, expenses, fines, penalties, liability, loss, damage or injury of any kind, in law or equity,

whether actual, alleged or threatened ("Liability"), which arise out of, pertain to, or relate to the performance of the Work or failure to comply with this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, nothing herein shall be construed to require a party to indemnify the Indemnified Parties to the extent the Liability arises out of the active negligence or willful misconduct of the Indemnified Parties.

- C. A party's duty to defend, indemnify, and hold harmless shall not in any way be limited by, the insurance obligations contained in this Agreement.
  - D. A party's duty to defend, indemnify, and hold harmless shall survive the termination or completion of this Agreement for the full period of time allowed by law.
7. Compliance with Law. The Parties 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. A party shall defend the Indemnified Party 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 a party has violated any applicable law or regulation.
8. Prevailing Wage.
- A. YCH is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, YCH agrees to fully comply with such Prevailing Wage Laws. YCH shall defend, indemnify and hold the County, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon YCH and all Sub-contractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of YCH and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
  - B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, YCH and all Sub-contractors performing such services must be registered with the Department of Industrial Relations. YCH shall maintain registration for the duration of the Project and require the same of any Sub-contractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be YCH's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, YCH registration requirements mandated by Labor Code

Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

- C. Any stop orders issued by the Department of Industrial Relations against YCH or any subcontractor that affect YCH's performance of services, including any delay, shall be YCH's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered a YCH caused delay and shall not be compensable by the County. YCH shall defend, indemnify and hold the County, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against YCH or any subcontractor.

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 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 (10) days advance written notice thereof to YCH, in which even the County shall have no obligation to pay YCH any further funds or provide other consideration and YCH shall have no obligation to provide any further services under this Agreement.
- D. The termination of this Agreement shall not relieve either party of liability to the other for any damages sustained by virtue of any act or omission or breach of this Agreement, which may be offset against any reimbursement or payments otherwise due pursuant to this Agreement or any other agreement between the Parties. The Parties may also take any corrective action as otherwise provided by state laws and regulations.

The termination of this Agreement shall not relieve County of its obligation to 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 of earlier termination of this Agreement.

- E. All termination rights set forth in this Section may be exercised to extinguish this Agreement in its entirety or, alternatively, as to only one of the associated properties. In the event of a

termination as to only a single property, the Agreement shall remain in full force and effect as to the other property.

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. It is expressly agreed that YCH is not an employee or agent of the County and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, workers' compensation, vacation or sick leave. YCH shall have responsibility for and control over the details and means of providing the Scope of Work under this Agreement. YCH, its officers, employees and agents shall not have any power to bind or commit the County to any decision. However, the Parties agree to act as full partners in all stages of this Agreement, including when errors or delays occur. The Parties agree to cooperate in good faith to resolve any issues that arise and work collaboratively to find solutions.

12. Assignments and subcontracts.

- A. 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.
- B. Subcontracts, if any, shall contain a provision making the subcontractor subject to all provisions stipulated in this Agreement, including the insurance and indemnity requirements.

13. Third Parties. Nothing in this Agreement shall be construed to give any rights or benefits to third parties. County shall not be liable for payment or obligated to any party other than YCH.

14. 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 (4) years and shall make them available to County for audit and discovery purposes. Per California Government Code §8546.7, this Agreement is subject to examination and audit by the California State Auditor.

15. Notice. All notices and demands shall be given in writing by personal delivery, certified mail, postage prepaid, and return receipt requested, or overnight delivery service. Notices shall be considered given upon the earlier of (a) personal delivery; (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested; or (c) one (1) business day following deposit with an overnight courier. Notices shall be addressed as set forth below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as requested in that notice.

YCH:

Attn: Executive Director, Yolo County Housing Authority  
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, Room 202  
Woodland, CA 95695  
Phone: (530) 666-8150  
FAX: (530) 668-4029

16. Entire Agreement; Public Records Act. 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.

17. Notice of Possessory Interest. Under this Agreement, a possessory interest subject to property taxation and special taxation may be created. Pursuant to California Revenue and Taxation Code §107.6 and Chapter 2.5 (commencing with §53311), Part 1, Division 2, Title 5 of the California Government Code, notice is hereby given that such property interest may be subject to property taxation and special taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property or special taxes levied on such interest.

18. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder shall nevertheless remain in full force and effect.

19. 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 the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in the Superior Court of California, County of Yolo. YCH waives any removal rights it might have under State or Federal law.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

YCH:  
Yolo County Housing Authority

COUNTY:  
County of Yolo

\_\_\_\_\_  
Sandra Sigrist, Interim Executive Director

\_\_\_\_\_  
Angel Barajas, Chair  
Yolo County Board of Supervisors

Approved as to Form:


Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

\_\_\_\_\_  
Hope P. Welton, Agency Counsel

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

Approved as to form

**Philip J.  
Pogledich**

 Digitally signed by Philip J. Pogledich  
DN: cn=Philip J. Pogledich, o=County of Yolo,  
ou=County Counsel,  
email=philip.pogledich@yolocounty.org, c=US  
Date: 2022.05.19 11:36:07 -0700

\_\_\_\_\_  
Philip J. Pogledich, County Counsel

EXHIBIT A  
**Scope of Work**

**I. RESIDENCES**

This Scope or Work pertains to the following properties "Residences":

A. The Intergovernmental Transfer House ("IGT House") is a single-family residence located at 166 Buckeye Street, Woodland, California 95695. The property was purchased by the County with intergovernmental transfer monies and renovated utilizing Community Corrections Partnership funds for the purposes of providing transitional housing for a Yolo County step down program for Medi-Cal-eligible and justice-involved individuals in Yolo County. YCH holds title to the IGT House.

B. A yet to be identified property ("DHP House") which will be purchased and renovated with a Community Services Infrastructure Grant from the California Health Facilities Financing Authority as part of the Diversionary Housing Project – a jail diversion program for mental health treatment and substance use disorder treatment services which will be provided to justice-involved individuals eligible for Medi-Cal and/or County health and mental health services. YCH will hold title to the DHP House

**II. LEASE OF RESIDENCES**

A. County and YCH acknowledge and agree that YCH shall take and hold title to the DHP House.

B. County and YCH acknowledge the YCH's title to the Residences is subject to the terms of this Agreement including without limitation the provisions of this Agreement dealing with the disposition of the Residences upon termination (Section V below).

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

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

**III. MANAGEMENT OF RESIDENCE**

**A. Responsibilities of County:**

1. County will identify appropriate clients to live in the Residences ("client-occupants").
2. County will transition out client-occupants who are no longer eligible to live in the Residences.
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 Residences.

5. County or designee will assist client-occupants in obtaining 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 the client occupants must abide by, which rules may be modified as needed over time by mutual agreement of the Parties.

a. No pets shall be allowed, except for those needed for reasonable accommodations under the Fair Housing Act, the California Fair Employment and Housing Act or the American with Disabilities Act.

b. Client-occupants may only smoke outside in the backyards of the Residences in designated smoking areas; no indoor, front yard or front porch smoking is permitted at the Residences.

c. Other than the Rent Ready Curriculum described below, County or designee will provide supportive housing services to client-occupants of the Residences, which services will include (but not 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 relationship with housemates and with neighbors.

d. The services provided to client-occupants shall be the sole responsibility of County.

e. All decisions related to whether a client-occupant continues to reside in the Residence and/or receive such services shall be the responsibility of the County.

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

8. County or designee will communicate promptly with YCH regarding any issues or problems relating to management of the physical property of the Residences, 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 Residences.

**B. Responsibilities of YCH:**

1. Maintenance and Repairs

- a. YCH will maintain the physical and structural safety of the structures and yards of the Residences.
  - b. YCH will provide maintenance and repairs for the structures and yards of the Residences, except that client-occupants shall be responsible for maintaining the yard at the Residences to include weeding, mowing and watering.
  - c. Emergency Maintenance and 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 timeframes 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 structures and yards of the Residences.
  3. YCH will provide ongoing yard maintenance for the Residences, 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 Residences, 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 quarterly status reports for work orders, damages and client-occupant performance. Such reports shall be submitted within 60 days of the end of each quarter.
  6. YCH will deliver Rent Ready Curriculum and issue Certificates of Completion from the program. The Program shall be held either at the Residences or at YCH's offices in Woodland at times convenient for client-occupants (evening and weekends). YCH will report to the County, via quarterly status report, on client-occupant program participation.
  7. YCH will comply with all of the covenants, conditions and restrictions (CC&Rs) applicable to the Residence.

8. YCH will renovate and furnish the DHP House. An initial list of anticipated renovation work and anticipated costs will be developed collaboratively by the Parties and appended to this Agreement as Exhibit A.1, with timeframes for completion as shown herein. County will reimburse YCH for all costs associated with work completed pursuant to this Paragraph pursuant to Exhibit B. To the extent feasible, County will deposit funding into escrow for repairs, renovations, and furnishings to be paid to YCH concurrently with the closing as an advance toward its anticipated costs and expenses for such tasks.

Notwithstanding anything to the contrary in this Agreement (includes Exhibits), reimbursement for all such work is in addition to, and not limited by, any existing budget for management services set forth in Exhibit B. Total compensation for the additional work described generally in this Paragraph 8 shall not exceed the amount set forth in Exhibit B. Section B.1.

9. YCH will hold regularly scheduled house meetings with the client-occupants of the Residence, invite the County to participate and provide the County a summary of the meeting soon thereafter.

**C. Responsibilities of Both Parties:**

1. County and YCH will communicate promptly with each other about the 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.

4. As to the DHP House only, the terms and conditions of the lease between the Parties must comply with Section 7426 of Title 4 of the California Code of Regulations. The Parties agree to cooperate in good faith to undertake any amendments to this Exhibit and/or the Agreement of which it is a part in the event of any determination of noncompliance. As of the date of this Agreement, Paragraph 4, Section 7426 reads in full as follows:

***Section 7426. Requirements for Renovation Projects on Leased Property.***

*(a) A Grantee may use Grant funds for renovation on property that is leased to the Grantee. The following requirements shall be satisfied prior to release of Grant funds:*

*(1) The lease agreement shall provide the Grantee, as lessee, full access to the site to carry out the Project.*

*(2) The term of the lease agreement shall be equal to or greater than the useful life of the Project.*

(3) *The lease agreement shall provide that any existing or subsequent encumbrance on the property (e.g., deed of trust) or sale of the property shall be subject to the lease agreement.*

(4) *The lease agreement shall provide that the only remedy for any default by Grantee, including failure to pay rent, is suit for rent or specific performance to remedy specific breach. The landlord's remedies for any default by Grantee may not include cancellation of lease agreement, retaking of property, or eviction of Grantee.*

(5) *A current title report on the site, brought up to date as of the effective date of the lease agreement shall be provided to the Authority. The title report shall show all of the following:*

(A) *No delinquent taxes or assessments or, if there are delinquent taxes or assessments, these are being contested in good faith.*

(B) *No easements, exceptions or restrictions on the use of the site that shall interfere with or impair the operation of the Project.*

(C) *A restrictive covenant recorded in the chain of title that the property shall be used only for the appropriate Jail Diversion services outlined in the Grantee's application during the useful life of the leasehold improvements funded by the Grant.*

(D) *Fee title is subject to the lease agreement and recorded in the chain of title.*

(6) *The Grantee's legal counsel, or an authorized officer of the Grantee shall sign a letter certifying that the lease agreement conforms to Section 7426, subdivisions (a)(1) through (a)(5), and including a statement of the projected useful life of the Project.*

(A) *If the letter is signed by an authorized officer of the Grantee, a statement shall be included that the Grantee's legal counsel has been consulted.*

(b) *If the lease agreement terminates prior to the end of the useful life of the Project and the property that was subject to the lease agreement is not simultaneously released under a new lease agreement that complies with the requirements of this Section or fee title to the property that was subject to the lease agreement is not simultaneously transferred to the Grantee, the Authority is entitled to recover the Grant funds.*

(c) *When a Project on leased property includes improvements to any common areas that are shared with other tenants or areas that are not leased by the Grantee, the Grant funds shall be limited only to the proportionate costs of the Project which exclude the costs related to such areas.*

*Note: Authority cited: Section 5848.51, Welfare and Institutions Code. Reference: Section 5848.51, Welfare and Institutions Code.*

#### **IV. Property Acquisition Services**

County seeks to acquire an additional residence to implement the Diversionary Housing Project, as described more fully in grant agreement executed on July 25, 2019. County would like YCH to assist with this task by completing at least the following activities, all subject to reimbursement to YCH pursuant to Exhibit B of the Agreement at the current (as of the date of performance of services) rate for YCH staff, with full reimbursement to YCH for all related expenses incurred in connection with services provided by third parties (e.g., property inspectors):

- In collaboration with County, describing key characteristics of the desired property – including but not limited to location, square footage and price range – in sufficient detail to enable YCH to identify potential properties for acquisition;
- Retaining appropriate assistance from a real estate agent, title company and other professionals as needed to enable completion of a property inspection and other customary due diligence;
- After tentative selection of a property, performing community outreach and engagement services in a manner agreed upon with County staff;
- Collaborating with County staff as needed to obtain Board of Supervisors approval of the acquisition; and
- Supporting acquisition through the close of escrow, including performing additional or related tasks necessary to complete the acquisition.

Total compensation for services provided in connection with Section IV shall not exceed \$25,000.

The Parties agree to cooperate in good faith to prepare and execute an amendment to this Agreement concurrently with closing of the acquisition to add the new property to the Agreement and, to the extent necessary, establish the terms of any related leasing arrangement between the Parties.

#### **V. 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 Residences from YCH at the price of one dollar (\$1.00) each. Upon purchase of the Residences, 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 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 judgement 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 Residences, provided that YCH continues to designate the Residences as housing for low-income, special needs persons. To exercise its option, YCH must record restrictive covenants designating the Residences 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 titles by recording restrictive covenants as indicated in Subsection B above, YCH shall sell the Residences. Both County and YCH shall cooperate in effecting the sale of the Residences in a manner that obtains the highest reasonable price for the Residences. 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 Residences at close of escrow. County may, at its sole discretion, and subject to any funding restriction, 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 Residences 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 compensation for the IGT House shall not exceed \$350,000 for the term of the contract, excluding any additional services as outlined below, utility overages or excessive client-occupant damages or large-scale house component failures. With the exception of one-time costs covered by subsection B, below, ongoing and total compensation for the DHP House is yet to be determined and, once resolved, will be added to this Agreement by amendment.

<b><u>Proposed 2022-23 Budget for IGT House</u></b>	<b><u>Escalator</u></b>
Staffing <sup>1</sup>	\$4,635.00 3.0%
Asset Management Fee <sup>2</sup>	5,150.00 3.0%
Electricity	2,496.00 4.0%
Gas	728.00 4.0%
Water	1,248.00 4.0%
Sewer	520.00 4.0%
Cable	1,248.00 4.0%
Garbage	520.00 4.0%
Materials/Supplies	945.00 5.0%
Regular Repairs*	315.00 5.0%
Pest Control	1,434.30 5.0%
Insurance	798.75 6.5%
Resident Liaison	600.00
Rent Ready Curriculum**	2,805.72 3.0%
Contingency	4,000.00
<b>Total:</b>	<b>\$27,443.77</b>

\* Various small projects done by YCH maintenance staff: lock changes, minor repairs w/ turnover, property management requests

\*\* Billed at a flat rate to offset tenant services salaries expenses

2. In addition to the other services to be provided at an hourly rate as set for in Exhibit A, YCH may deliver additional services at an hourly rate when needed and upon request by County in writing.

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

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

3. The Parties shall meet annually to discuss any needed updates to the hourly rates set out below. Current rates are as follows:

- a. Executive Director: \$140.00 per hour
- b. YCH Maintenance Staff: \$75.00 per hour
- c. Client Services Coordinator: \$37.00 per hour
- d. Lease and Rental Coordinator: \$36.50 per hour

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 failures. 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 in the contingency is sufficient. 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 Residences 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 annually to discuss the need for any budget adjustments and operations changes to be implemented for the next contract year.

**B. Initial Start Up and One Time Fees**

1. County will compensate YCH in an amount not to exceed \$225,000 to reimburse YCH for initial startup costs and one-time fees related to the DHP House upon execution of this Agreement.

- a. Renovation \$100,000
- b. Furnishings and/or equipment \$100,000
- c. Program start-up and expansion costs \$25,000

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 renovation and furnishing of the DHP House, 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 service provided, the persons(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 Department of Financial Services shall either issue the payment or advise YCH in writing of any concerns the County Department of Financial Services has with the request and any need for further documentation.

EXHIBIT C  
**Service Contract Insurance Requirements**

A. During the term of this Contract, YCH shall at all times maintain, at its expense, the following coverages and requirements:

1. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:

- a. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Contract, including but not limited to endorsements or provisions limiting coverage for 1) contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
- b. Automobile Liability: Insurance Services Office form CA 00 01, code 1 – Any Auto or including Hired and Non-Owned vehicles.
- c. Workers’ Compensation and Employers’ Liability: Workers’ Compensation insurance as required by the State of California and Employers’ Liability.
- d. Professional Liability (Errors and Omissions) (If applicable, see below).

2. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:

- a. Commercial General Liability – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
- b. Automobile Liability – \$1,000,000 per accident for bodily injury and property damage.
- c. Professional Liability/Malpractice/Errors and Omissions – \$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers YCH must provide this insurance. If not, then this requirement automatically does not apply.).
- d. Workers’ Compensation – Statutory Limits/Employers’ Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.) It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

3. Other Insurance Provisions:

- a. **Additional Insured Status** – The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the YCH including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to YCH’s insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 and CG 20 37). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
- b. **Primary Coverage** – YCH’s policy shall be “primary and non-contributory” and will not seek contribution from the County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
- c. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the County.
- d. **Waiver of Subrogation** – YCH hereby grants to the County a waiver of any right to subrogation which any insurer of said YCH may acquire against the County by virtue of the payment or any loss under such insurance. YCH agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The limits of insurance required in this Contract may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.

4. Said policies shall remain in force through the life of this Contract and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that YCH changes insurance carriers YCH shall purchase “tail” coverage covering the term of this Contract and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that YCH changes to a new carrier prior to receipt of any payments due.

5. YCH shall declare all aggregate limits on the coverage before commencing performance of this Contract, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Contract as set forth above are available throughout the performance of this Contract.

6. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named insured or Yolo County.

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 YCH, its officers, employees, agents and volunteers arising out of or in connection with this Contract.

9. For any claims relating to this Contract, YCH'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 YCH's liability insurance policy.

B. Prior to commencing services pursuant to this Contract, YCH shall furnish the County with original policies or endorsements reflecting coverage required by this Contract. 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, YCH 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 Contract, YCH shall furnish the County 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 Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, YCH shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. YCH agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Contract including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by YCH agree to be bound to YCH and the County of Yolo in the same manner and to the same extent as YCH is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and insurance provisions will be furnished to the Subcontractor upon request. YCH shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Contract prior to commencement of any work and YCH will provide proof of compliance to the County of Yolo. (Coverage can be provided

in the form or an endorsement to the YCH's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

E. YCH shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event YCH fails to obtain or maintain completed operations coverage as required by this Contract, the County at its sole discretion may purchase the coverage required and the cost will be paid by YCH.