

THIRD AMENDMENT
(BOS AGREEMENT NO. ____ - ____)

This Third Amendment to Agreement No. 19-274 (“Third Amendment”) is made and entered into as of the last date signed below, 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 authorized to do business in the State of California (“YCH”), jointly referred to as the “Parties” herein and who agree as stated below.

WHEREAS, on or about December 17, 2019, the Parties entered into Agreement No. 19-274 (“Agreement”); and

WHEREAS, on or about April 12, 2022, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about August 30, 2022, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, the Parties would now like to amend the Agreement as previously amended to:

1. Revise **Section 4**. to increase funding in the amount of \$50,000 for a new contract maximum of \$1,420,490.60; and
2. Revise **Exhibit B** to:
 - a. add funding in the amount of \$50,000 for Fiscal Year (FY) 2022-23 for a new contract maximum of \$1,420,490.60; and
 - b. update optional year funding for FY 2023-24; and
 - c. update budgets for FY 2022-23 and Optional Year FY 2023-24.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Section 4**. of the Agreement is hereby amended to read as follows:
 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 of \$1,420,490.60, in accordance with Exhibit B.
2. **Exhibit B** of the Agreement is hereby amended to read as attached.
3. All attachments to this Third Amendment are incorporated herein by this reference.
4. Except as specifically amended by this Third Amendment and any prior amendment, the Agreement shall remain in full force and effect according to its terms.

[Signatures Follow]

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IN WITNESS WHEREOF the Parties have executed this Third Amendment as of the day and year last set forth below.

YCH

By Mindi Nunes
Mindi Nunes, Interim Executive Director
Yolo County Housing

Date: 11/2/22

COUNTY

By _____
Angel Barajas, Chair
Board of Supervisors

Date: _____

Nolan R. Sullivan
Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

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

By: Hope P. Welton
Hope P. Welton, Senior Deputy

EXHIBIT B – METHOD OF PAYMENT AND BUDGET

A. Regular Annual Compensation

1. County will compensate YCH for the costs set forth in the table below (based upon monthly claims), up to a total amount not to exceed **ONE MILLION FOUR HUNDRED TWENTY THOUSAND FOUR HUNDRED NINETY DOLLARS AND SIXTY CENTS (\$1,420,490.60)** for the period of **October 15, 2019 through June 30, 2023.**

FY= Fiscal Year	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total
CFDA #93.558	October 15, 2019 through June 30, 2020	July 1, 2020 through June 30, 2021	July 1, 2021 through June 30, 2022	July 1, 2022 through June 30, 2023	
Lease (12 Merkley units)	\$153,600 8-month lease November 2019 through June 2020	\$230,400 12-month lease July 2020 through June 2021	\$230,400 12-month lease July 2021 through June 2022	\$280,800 12-month lease July 2022 through June 2023	\$895,200.00
Lease (10 Sal's units)	\$0	\$0	\$0	\$267,000 12-month lease July 2022 through June 2023	\$267,000.00
Staff Time	\$0	\$0	\$0	\$87,648	\$87,648
Start-Up	\$120,642.60	\$0	\$0	\$0	\$120,642.60
Extraordinary Maintenance/ Emergency Repairs	\$0	\$0	\$0	\$50,000	\$50,000
Total	\$274,242.60	\$230,400	\$230,400	\$685,448	\$1,420,490.60

2. Total Per Unit:

	12 Merkley Units	10 Sal's Units
Rent	\$1,100 monthly per unit <i>(effective 10/15/19 through 6/30/2022)</i> \$1,300 monthly per unit <i>(effective 7/1/22)</i>	\$1,575 monthly per unit <i>(effective 7/1/22)</i>
Property Management	\$450 monthly per unit <i>(effective 10/15/19 through 6/30/2022)</i> \$650 monthly per unit <i>(effective 7/1/22)</i>	\$650 monthly per unit <i>(effective 7/1/22)</i>
Management Staff (part time rate)	\$76 monthly per unit <i>(effective 7/1/22)</i>	
Maintenance Staff	\$256 monthly per unit <i>(effective 7/1/22)</i>	

EXHIBIT B – METHOD OF PAYMENT AND BUDGET

3. Other Costs:

- a. One-time startup costs, not to exceed (\$120,642.60) associated with this project as described in Exhibit A-Scope of Work.
- b. 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 available funding, as set forth in the Extraordinary Maintenance/Emergency Repairs line items in the Fee Schedules below. YCH shall invoice County for the approved work and payment shall be made in accordance with Section B.

B. Option Year and Amendment Authority

1. The County may exercise its option to extend the term of the Agreement pursuant to Section 2. of the Agreement. Upon request of the County, Contractor shall provide a contract budget for each option year in conformance with the requirements of this Agreement. The option year contract budgets shall be sent to HHSAContracts@yolocounty.org for review and approval by the Director. In the event that the County elects to take its option, County shall notify YCH in writing. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum compensation, subject to the maximums set forth below:

Option Year/ Fiscal Year (OY/FY)	Revised Agreement Expiration Date Per OY/FY	Maximum Increased Funding Amount Per OY/FY	Revised Agreement Lifetime Maximum Per OY/FY
OY/FY 2023-24	On or before June 30, 2024	Less than or equal to \$685,448	Less than or equal to \$2,105,938.60

In no event shall the term of the Agreement extend beyond **June 30, 2024** nor shall the total contract maximum exceed the amount of **TWO MILLION ONE HUNDRED FIVE THOUSAND NINE HUNDRED THIRTY-EIGHT DOLLARS AND SIXTY CENTS (\$2,105,938.60)** otherwise agreed to in writing by the parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

2. Director’s Authority: The Director may exercise the option year(s) and execute related option notices in conformance with the conditions of paragraph B.1. of Exhibit B.

3. Procurement Manager’s Authority: The Yolo County Procurement Manager (“Procurement Manager”) may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager’s Authority, as prescribed in the Yolo County Procurement Policy.

4. Yolo County Board of Supervisors’ Authority: All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the Yolo County Board of Supervisors.

C. Method of Payment

- 1. As described in Exhibit A, Scope of Service, start-up costs shall be paid as follows;

EXHIBIT B – METHOD OF PAYMENT AND BUDGET

- a. YCH shall submit monthly invoices to County detailing the services provided, 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.
 - b. Within fifteen (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.
 - c. Within thirty (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.
2. As described in Exhibit A, Scope of Service, monthly rents shall be paid as follows:
- a. YCH shall submit monthly invoices to County detailing the monthly rent and property management costs as described in Exhibit A. Claims shall be submitted to the County by the 15th of the prior month in which the rent is due.
 - b. County shall authorize payment to YCH on behalf of the tenants as described in Exhibit A, by the 7th day of the month in which the rent is due.
 - c. County prefers to receive claims for payment via an electronic format sent to: HHSA.AccountsPayable@yolocounty.org. All claims shall be submitted with any required supporting documentation accompanying the claim. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission. Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

Health and Human Services Agency
137 North Cottonwood Street
Woodland, California 95695
Attention Accounts Payable.

D. Budgets

Yolo County Housing Authority		
CalWORKs Housing Support		
	Cost Items	Fiscal Year 2019-2020 October 15, 2019 through June 30, 2020
1	Monthly Rent Payments	\$153,600
2	Start-Up Costs	\$120,642.60
	Total	\$274,242.60

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Yolo County Housing Authority		
CalWORKs Housing Support		
	Cost Items	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021
1	Monthly Rent	\$230,400
	Total	\$230,400

Yolo County Housing Authority		
CalWORKs Housing Support		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	Monthly Rent	\$230,400
	Total	\$230,400

Yolo County Housing Authority		
CalWORKs Housing Support		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	Monthly Rent (12 Merkley Units)	\$280,800
2	Monthly Rent (10 Sal's Unit)	\$267,000
3	Staff Time	\$87,648
4	Extraordinary Maintenance/Emergency Repairs	\$50,000
	Total	\$685,448

Yolo County Housing Authority		
CalWORKs Housing Support		
	Cost Items	Option Year Fiscal Year 2023-24 July 1, 2023 through June 30, 2024
1	Monthly Rent (12 Merkley Units)	\$280,800
2	Monthly Rent (10 Sal's Units)	\$267,000
3	Staff Time	\$87,648
4	Extraordinary Maintenance/Emergency Repairs	\$50,000
	Total	\$685,448