

**FOURTH AMENDMENT
(BOS AGREEMENT NO. ____-____)**

This Fourth Amendment to Agreement No. 19-274 (“Fourth 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, on or about November 22, 2022, the Parties further amended the Agreement via the Third Amendment; and

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

1. Revise **Section 2.** to extend the term of the Agreement through June 30, 2024; and
2. Revise **Section 4.** to increase funding in the amount of \$1,315,866 for a new contract maximum of \$2,736,356.60; and
3. Revise **Section 14.** to update contacts and method of delivery for notices; and
4. Revise **Paragraph II.A.1. of Exhibit A** to add new property address for Tovar units effective July 1, 2023; and
5. Revise **Paragraph II.B.3. of Exhibit A** to update monthly rents and property management costs; and
6. Add **Paragraph II.B.5. of Exhibit A** to add language regarding Habitability costs; and
7. Revise **Paragraph II.C.1. of Exhibit A** to increase the number of units from 22 to 38 by adding a service location referred to as Tovar units; and
8. Revise **Exhibit B** to:
 - a. add funding in the amount of \$1,315,866 for Fiscal Year (FY) 2023-24 for a new contract maximum of \$2,736,356.60; and
 - b. update budget for FY 2022-23 and add a budget for FY 2023-24; and
9. Revise **Exhibit C** to update per County’s new insurance requirements.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Section 2. of the Agreement is hereby amended to read as follows:

2. Term. The Term of this Agreement shall begin as of October 15, 2018 (“Effective Date”) and terminate as of June 30, 2024 (“the Term”).

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2. 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 \$2,736,356.60, in accordance with Exhibit B.

3. Section 14. of the Agreement is hereby amended to read as follows:

14. 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 follows:

YCH:

Yolo County Housing Authority
147 W. Main Street
Woodland, CA 95695
Ian Evans, Executive Director

County:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Nolan Sullivan, Director

In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Contractor:

Ian.Evans@ych.ca.gov

County:

Contracts Unit: HHSAContracts@YoloCounty.org

Contract Administrator: Laura.Munoz@YoloCounty.org

Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (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 email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

4. Paragraph II.A.1. of **Exhibit A** to the Agreement is hereby amended to read as follows:

1. Consult and collaborate as needed to ensure a successful partnership with the following:

- a. Portale Properties, LLC for the properties located at:
 - i. 1811 and 1815 Merkley Avenue, West Sacramento, CA 95691; and
- b. Salvador Puente for the property located at
 - i. 165 Fourth Street, Woodland, CA 95695; and
- c. MPE Holdings, Inc. for properties located at
 - i. 1308 East Oak Avenue, Woodland, CA 95776; and
 - ii. 1107, 1107B, 1105 and 1105B Gum Avenue, Woodland, CA 95695.

5. Paragraph II.B.3. of **Exhibit A** to the Agreement is hereby amended to read as follows:

3. Provide financial support services, paid to YCH on behalf of the tenants by the 7th day of each month including:

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a. Effective October 15, 2019 through June 30, 2023

	12 Merkley Units	10 Sal's Units
Rent	\$1,100 monthly per unit <i>(effective 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 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>	

b. Effective July 1, 2023

Monthly Rent per unit		
12 Merkley Units	10 Sal's Units	16 Tovar Units
\$1,300 per unit	\$1,575 per unit	\$1,700 per unit – East Oak Ave \$2,350 per unit – 1105/1105B Gum Ave \$2,400 per unit – 1107/1107B Gum Ave

6. Paragraph II.B.5. of Exhibit A to the Agreement is hereby added to read as follows:

5. Issue one-time Habitability payments to YCH associated with this Project

- a. \$86,658 to YCH for Habitability costs which include \$53,328 for Tovar units and \$33,330 for Sal's units. Costs are designated to update the bathrooms, flooring and paint to ensure adequate living conditions and move in ready for families.

7. Paragraph II.C.1. of Exhibit A to the Agreement is hereby amended to read as follows:

- 1. Execute a master lease agreement to allow 12 Merkley Units, 10 Sal's Units and 16 Tovar Units to be available for CalWORKs homeless families referred by the County.

8. Exhibit B to the Agreement is hereby amended to read as attached.

9. Exhibit C to the Agreement is hereby amended to read as attached

10. All attachments to this Fourth Amendment are incorporated herein by this reference.

11. Except as specifically amended by this Fourth 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 Fourth Amendment as of the day and year last set forth below.

YCH

By: *Ian Evans*
Ian Evans, Executive Director
Yolo County Housing

Date: 5/25/2023

COUNTY

By: _____
Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

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 **TWO MILLION SEVEN HUNDRED THIRTY-SIX THOUSAND THREE HUNDRED FIFTY-SIX DOLLARS AND SIXTY CENTS (\$2,736,356.60)** for the period of **October 15, 2019 through June 30, 2024**.

CFDA #93.558	FY 2019-20 Oct 15, 2019 through June 30, 2020	FY 2020-21 July 1, 2020 through June 30, 2021	FY 2021-22 July 1, 2021 through June 30, 2022	FY 2022-23 July 1, 2022 through June 30, 2023	FY 2023-24 July 1, 2023 through June 30, 2024	Total
Lease (12 Merklely units)	\$153,600 8-month lease Nov 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	\$280,800 12-month lease July 2023 through June 2024	\$1,176,000.00
Lease (10 Sal's units)	N/A	N/A	N/A	\$233,670 12-month lease July 2022 through June 2023	\$267,000 12-month lease July 2023 through June 2024	\$500,670.00
Lease (16 Tovar units)	N/A	N/A	N/A	N/A	\$358,800 12-month lease July 2023 through June 2024	\$358,800.00
Paid to Asset Manager	\$0	\$0	\$0	\$87,648	\$323,580	\$411,228.00
Start-Up (Merkley Only)	\$120,642.60	N/A	N/A	N/A	N/A	\$120,642.60
Habitability Costs (Sal and Tovar Only)	N/A	N/A	N/A	\$33,330	\$53,328	\$86,658.00
Extraordinary Maintenance/ Emergency Repairs	\$0	\$0	\$0	\$50,000	\$0	\$50,000.00
Indirect	\$0	\$0	\$0	\$0	\$32,358	\$32,358.00
Total	\$274,242.60	\$230,400.00	\$230,400.00	\$685,448.00	\$1,315,866.00	\$2,736,356.60

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EXHIBIT B – METHOD OF PAYMENT AND BUDGET

2. Total Per Unit:

a. effective October 15, 2019 through June 30, 2023

	12 Merkley Units	10 Sal’s Units
Rent	\$1,100 monthly per unit <i>(effective 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 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>	

b. effective July 1, 2023

Monthly Rent per unit		
12 Merkley Units	10 Sal’s Units	16 Tovar Units
\$1,300 per unit	\$1,575 per unit	\$1,700 per unit – East Oak Ave \$2,350 per unit – 1105/1105B Gum Ave \$2,400 per unit – 1107/1107B Gum Ave

3. Other Costs:

- a. Startup and Habitability one-time payments costs, not to exceed (\$207,300.60) 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. Amendment Authority

- 1. 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.
- 2. 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.

EXHIBIT B – METHOD OF PAYMENT AND BUDGET

C. Method of Payment

1. As described in Exhibit A, Scope of Service, start-up costs shall be paid as follows:
 - 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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EXHIBIT B – METHOD OF PAYMENT AND BUDGET

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 Merkle Units)	\$280,800
2	Monthly Rent (10 Sal's Unit)	\$233,670
3	Habitability Costs (Sal's unit)	\$33,330
4	Paid To Asset Manager	\$87,648
5	Extraordinary Maintenance/Emergency Repairs	\$50,000
	Total	\$685,448

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EXHIBIT B – METHOD OF PAYMENT AND BUDGET

Yolo County Housing Authority		
CalWORKs Housing Support		
	Cost Items	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	Monthly Rent (16 Tovar Units)	\$358,800
4	Habitability Costs (Tovar)	\$53,328
5	Paid To Asset Manager	\$323,580
6	Indirect/Overhead/Administration, not to exceed 10% of Personnel Costs (Item 4)	\$32,358
7	Total	\$1,315,866

EXHIBIT C – INSURANCE REQUIREMENTS

A. During the term of this Agreement, Contractor 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 Agreement, 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 the contractor 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 Agreement; 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 in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [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.]

EXHIBIT C – INSURANCE REQUIREMENTS

- b. Primary Coverage** - The Contractor'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** – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the County by virtue of the payment or any loss under such insurance. Contractor 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.
 - 4.** The limits of Insurance required in this Agreement 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.
 - 5.** Said policies shall remain in force through the life of this Agreement 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 the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
 - 6.** The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
 - 7.** 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.
 - 8.** 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.
 - 9.** The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 - 10.** 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.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original policies or 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

EXHIBIT C – INSURANCE REQUIREMENTS

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 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 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. 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. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the
- E. 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. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
- F. Contractor shall maintain insurance as required by this Agreement 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 Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor