

AGREEMENT NO. __-__
(Homeowner Rehabilitation Program Implementation Services)

THIS AGREEMENT (“Agreement”) is made and entered into this 23rd day of February, 2024, by and between the County of Yolo, a political subdivision of the State of California (“County”) and Thurmond Consulting, LLC, a California limited liability company (“Contractor”).

W I T N E S S E T H

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as professional consulting services see Gov’t Code Section 31000 and notes; and

WHEREAS, the County desires to obtain consulting services for implementing & administering the County’s Housing Rehabilitation Program through a federal Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development, Catalog of Federal Domestic Assistance Number 14.228 – CDBG - Community Development Block Grant Program awarded to the County by the California Housing and Community Development Department (HCD), Grant Agreement #21-CDBG-HA-00003 (“State Contract”); and

WHEREAS, the State Contract requires that all subcontracts funded by the CDBG Program be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State Contract, and that all County subcontractors (including but not limited to Contractor) comply with all terms and conditions of the State Contract, including applicable federal requirements; and

WHEREAS, the County circulated and distributed a Request for Proposals for a qualified firms to provide Homeowner Rehabilitation Implementation Program Services, an excerpt of which is attached as Exhibit A; and

WHEREAS, the Contractor submitted a proposal to, an excerpt of which is attached as Exhibit B; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or

debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. BASIC SERVICES

A. Contractor shall furnish and perform the professional services described in Exhibits A and B to assist the County with implementing the County’s Housing Rehabilitation Program, and in a manner satisfactory to the County Administrative Officer, or his/her written designee (“Director).

B. Contractor will provide all facilities, equipment, personnel, labor and materials necessary to provide the services in accordance with this Agreement.

C. The complete contract shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A	RFP
Exhibit B	Contractor’s Proposal (Response to RFP)
Exhibit C	Workers’ Comp. Certificate
Exhibit D	HCD Grant Agreement #21-CDBG-HA--00003 (“State Contract”), which includes the County’s Housing Rehabilitation Program Guidelines, adopted April 9, 2019, attached to the State Contract

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County’s benefit shall prevail.

D. Contractor shall comply with all applicable provisions of the State Contract, including the Exhibits thereto, and those provisions are incorporated herein as if fully set forth in this place.

E. The Director may approve modifications of the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided that there is no increase in the total compensation as set forth in Paragraph III of this Agreement.

II. ADDITIONAL SERVICES

[Reserved.]

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director or his/her designee, Contractor shall be compensated as on a time and material basis with the services billed at the fully loaded personnel rate of \$215 per hour subject to the cost proposal attached as Exhibit B (Cost Proposal Form attached as Exhibit B to Contractor's Proposal) for each task (Task 1: \$162,000 for Activity Delivery, including construction management services; and Task 2: \$77,500) as reflected in Exhibit B of this Agreement (Cost Proposal Form attached as Exhibit B to Contractor's Proposal). In the determination of hourly fees billed, time allotments shall be calculated to one-tenth of an hour.

Provided, however, that the total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed Two Hundred and Thirty-Nine Thousand Five Hundred dollars (\$239,500.00) during the term of this Agreement.

B. The compensation set forth in Exhibit B (Cost Proposal) includes reimbursement for all expenses incurred by Contractor in the performance of this Agreement. Contractor will be responsible for all costs associated with the services required by this Agreement.

C. Any other provision of this Agreement notwithstanding, because this Agreement is funded by the State Contract, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.

IV. METHOD OF PAYMENT

A. Contractor shall submit monthly invoices detailing the services provided in the prior month, 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, which shall not exceed the fully loaded personnel rate of \$215 per hour, and an itemization of the actual expenses for which reimbursement is requested. Any claim for additional services pursuant to Paragraph II shall also include a copy of the Director's written approval in advance of such services being provided. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

B. Within fifteen (15) calendar days of the receipt of the Contractor's detailed invoice, the Director shall either authorize payment or advise Contractor in writing of any concerns that the Director has with the invoice and any need for further documentation.

C. Within thirty (30) calendar days of the Director's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

V. REPORTS

A. Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Director, as the times and in the manner specified by this Agreement, or by the Director if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Director.

B. County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

VI. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

VII. RECORDS; ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VIII. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

IX. TERM AND TERMINATION

- A.** The term of this Agreement shall be from February 1, 2024 through November 16, 2025 unless sooner terminated as hereinafter provided.
- B.** 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 thirty (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 said thirty-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 fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of 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 Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of 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 the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before

such termination and for which funds have appropriated as required by law.

- D.** This Agreement may be terminated for any reason by either party at any time during its term, by giving 30 days' written notice to the other party.
- F.** If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.
- G.** Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.
- H.** During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

X. APPLICABLE LAWS

- A.** In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws, including the State Contract (Exhibit D) and policies and guidelines established by the State Housing and Community Development Department for the administration of the CDBG program and the County's CDBG Housing Rehabilitation Program Guidelines, including 2 CFR Part 200. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.
- B.** 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 a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

XI. ADDITIONAL APPLICABLE LAWS

Contractor acknowledges that this Agreement is subject to additional applicable laws, including equal opportunity requirements and responsibilities in the State Contract, including Exhibits D and E of the State Contract, including but not limited to the following:

- A. Contractor must comply with the equal opportunity clause provided under 41 CFR 60-1.4, in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Contractor shall further comply with the Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA).
- B. Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.
- C. The Immigration Reform and Control Act (IRCA) of 1986: Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).
- D. Contractor must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), ensuring that the parties will not use, and have not used, Federal appropriated funds to attempt to influence any person or organization in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. The parties must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- E. Contractor shall conform to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government, including but not limited to the following: Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708), Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401), and the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387).
- F. Contractor is required to comply with Federal Regulations in 2 CFR Part 200, 2 CFR Part 180, and 2 CFR Part 3000, as well as Subpart 1 of the Federal CDBG Regulations, found at Title 24 CFR 570.480 et seq. and all Housing and Urban Development (HUD)

regulations concerning State CDBG grants. Any subcontracts shall include the terms and conditions in Appendix II of 2 CFR Part 200.

- G. Contractor must verify that it, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR §180.905) and subcontractors are not excluded (defined at 2 CFR §180.940) nor disqualified (defined at 2 CFR §180.935). Contractor must further comply with 2 CFR Part 180, Subpart C, 2 CFR Part 3000, Subpart C, and 2 CFR Part 2424 and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. If it is later determined that the Contractor did not comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C, in addition to remedies available to the State and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or disbarment.
- H. Contractor must certify it has not been suspended or debarred from participation in federal grants.
- I. The Drug-Free Workplace Act of 1990 (“the Act”) requires Contractor to comply with the requirements of Government Code Sections 8350-8357 and the requirements of federal law as implemented in 28 CFR Part 67, Subpart F, Sections 615 and 620 and further subject to the Pro-Children Act of 1994.
- J. Contractor must assure that it shall comply with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986; Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); and Workers' Compensation laws.
- K. No Obligation by the Federal Government: The Federal Government is not a party to this Agreement and is not subject to any obligations or liability to the County, Contractor, or any other party pertaining to any matter resulting from any awarded contract.
- L. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Agreement.
- M. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public.

- N. Nondiscrimination/Equal Employment Opportunity. Contractor acknowledges that in addition to the Nondiscrimination provisions in this Agreement, Contractor is also required to comply with the following:
- a. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended;
 - b. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) prohibiting discrimination in housing, as amended;
 - c. Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil rights laws for jurisdictions receiving federal funding;
 - d. Fair Housing Act (42 U.S.C. 3601, et seq.), according to 42 U.S.C. 5306, et seq.;
 - e. Section 104(d) regarding relocation and displacement and Section 109 of Title 1 of the Housing and Community Development Act of 1974 prohibiting discrimination in CDBG funded programs, as amended;
 - f. Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability;
 - g. Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities;
 - h. Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities;
 - i. Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259;
 - j. Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and
 - k. HUD regulations issued or to be issued to implement these authorities relating to civil rights.
- O. Consistent with CDBG program requirements, Contractor and subcontractors shall encourage and document the participation of Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE) to the greatest extent feasible in accordance with Executive Order 11625 and Executive Order 12138.
- P. Contractor shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) to the extent applicable to the performance of this Agreement. Grantee agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non- profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.
- Q. Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all

owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.

- R. Contractor shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
- S. Contractor shall comply with all National Environmental Protection Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR 1500 – 1508. Grantee shall not receive authority to incur activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.
- T. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over \$2,000.00, as well as the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58), which includes any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are also met. Grantee recognizes that multiple labor standards (both California prevailing wage (Labor Code §§ 1720-1743) and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.

For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee

shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770- 1784, or the Davis-Bacon Wage Determination.

- U. Contractor shall comply with 24 CFR Part, 75, including the requirements of Part 75, Subpart C, and is hereby notified regarding Section 3 Contract Provisions of such regulations. Contractor shall incorporate the "Section 3 Clause" as provided in Section 12 of Exhibit D of the State Contract (pg. 9 of the State Contract) for Section 3 covered projects and shall also set forth the following Section 3 Clause in in all solicitations and contracts in excess of \$100,000 as required at 24 C.F.R 75.27:

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as

provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

XII. NON-DISCRIMINATION IN EMPLOYMENT, SERVICES AND BENEFITS

- A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, gender identity, gender expression, sexual orientation, sexual preferences, marital status, source of income, age, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, gender identity, gender expression, sexual orientation, sexual preferences, marital status, source of income, age, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XIII. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

C. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

D. Any subcontractors must agree to be bound to the 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 this Agreement. All subcontractors must further agree to include the same requirements and provisions of this agreement, including the indemnity and insurance

requirements, with any sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work.

XIV. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

a. **Comprehensive General Liability** – \$2,000,000/occurrence and \$4,000,000/aggregate

b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)

c. **Professional Liability/Malpractice/Errors and Omissions** – \$2,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, 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.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. **[NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.]** 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.

a. The Additional Insured coverage under 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.

b. 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.

3. 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.
4. 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.
5. 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.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- D.** 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.
- E.** 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 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. 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 Contractor will provide proof of compliance to the County of Yolo.
- F.** Contractor 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 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.

XV. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XVI. NOTICE

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

Contractor:

Attn: Scott Thurmond, Owner and Principal Consultant
Thurmond Consulting, LLC
2121 Natomas Crossing, Suite 200-288
Sacramento, CA 95834

County:

Attn: Mark Bryan, Deputy County Administrator
Yolo County Administrator Office
625 Court Street, Suite 202
Woodland, CA 95695

B. 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: scott@thurmondconsultingllc.com

County: mark.bryan@yolocounty.org

C. Any party may change the mailing 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.

D. 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 (5th) day following deposit in the mail if sent by first class mail.

XVII. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XVIII. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XIX. AUDITS

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State

contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Contractor expend \$500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with 2 CFR Part 200, Subpart F (Audit Requirements), as it may be amended or superseded, and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

D. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

E. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State and/or the County by this

Agreement and/or the State contract shall constitute an express and immediate breach of this Agreement.

XX. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XXI. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XXII. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, to reflect any changes to the State Contract, with reasonable notice to Contractor of any such changes.

XXIII. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXIV. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXV. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXVI. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

C. By signing this Agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to, 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85, as well as the following:

1. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2(b) herein;
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and
 - f. Will included a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
2. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County program funding this Agreement, and the County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Contractor written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.
 3. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 4. If the Contractor knowingly violates this certification, in addition to other remedies available to the State and Federal Government, the County may terminate this Agreement at any time upon giving Contractor written notice of such termination.

XXVII. ENTIRE AGREEMENT

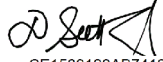
This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be

construed against any party to this Agreement.

[Signatures on Following Page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CONTRACTOR:
DocuSigned by:


CE1589129AB7412...

Scott Thurmond, Principal
Thurmond Consulting, LLC


COUNTY:

Lucas Frerichs, Chair
Board of Supervisors


Attest:
Julie Dachtler, Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:
Philip J. Bogalich, County Counsel

DocuSigned by:

B. _____
8F28F402B2A2431...
Kimberly Hood, Asst. County Counsel

CERTIFICATION: I hereby certify under the penalty of perjury that all statements made in or incorporated into this Agreement are true and complete to the best of my knowledge. I understand and agree that the COUNTY may, in its sole discretion, terminate this Agreement if any such statements are false, incomplete, or incorrect.

DocuSigned by:

CE1589129AB7412...

Contractor Signature

EXHIBIT A



COUNTY OF YOLO

Department of General Services

Request for Proposal (RFP)

For

Yolo County
Homeowner Rehabilitation Program Implementation Services
RFP#GSDRFPKK2329

Issued on behalf of the County Administrator's Office

Proposal Responses Due:

Date: January 3, 2024 @ 4:00pm

Yolo County Procurement Division
120 West Main Street, Ste G
Woodland, CA 95695

RFP Coordinator: Karen Kawelmacher
(530) 666-8073

karen.kawelmacher@yolocounty.org

TABLE OF CONTENTS

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II.	RFP Schedule of Events	7
III.	General Instructions & Information	8
IV.	Terms and Conditions	11
V.	Instructions for Completion of Proposal	18

Exhibits:

Exhibit "A"	Proposal Transmittal Letter
Exhibit "B"	Proposal Questionnaire
Exhibit "C"	Cost Proposal Form
Exhibit "D"	Signature Page
Exhibit "E"	Non-Collusion Non-Conflict of Interest Statement
Exhibit "F"	Exceptions
Exhibit "G"	Anti Lobbying Certification

Attachments:

Attachment 1	Sample CDBG County Contract
Attachment 2	Grant Agreement
Attachment 3	Grant Agreement Exhibit A-E
Attachment 4	CDGB Procurement Standards

SECTION I. INTRODUCTION

A. STATEMENT OF PURPOSE:

The County of Yolo is requesting proposals from qualified housing consultants/administrative subcontractors to implement the County's Housing Rehabilitation Program per scope of work, as outlined in this RFP.

This project is federally assisted in whole or in part with the Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development, Catalog of Federal Domestic Assistance Number 14.225 Community Block Grants/State's Program, State of California – Department of Housing and Community Development (HCD) Grant Agreement #21-CDBG-HA-00003. Refer to Attachment 2 & Attachment 3 Grant Agreement Exhibits A-E.

Proposers who submit a response to this RFP must have the ability to meet the requirements, including the terms and conditions contained in this RFP.

B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

1.
 - a. Supplier, Vendor, Contractor
 - b. Purchase Order, Contract, Agreement
 - c. Services, Work, Scope, and Project
 - d. Bidder, Offeror, Proposer
2. "The County" refers to the County of Yolo, California.

C. SCOPE OF WORK

1. BACKGROUND:

The County of Yolo Housing Rehabilitation Program is funded by State Community Development Block Grant (CDBG) Program and is designed to expand the supply of decent, safe, sanitary and affordable housing; to correct health and safety hazards in deteriorated housing; and to extend the useful life of existing housing units. Loans and grants are available on a first come, first serve basis to achieve cost effective repairs for low-income owner-occupied homes or for rental units occupied by low-income tenants of owner-investors within the unincorporated areas of Yolo County.

The County has a pool of grant funding in the amount of \$500,000 to provide assistance with these rehabilitation projects and a maximum of \$250,000 in additional funding to be used for Consulting Services to run the program.

2. TECHNICAL SPECIFICATIONS: Consultant/Firm shall perform project tasks/duties which shall include, but are not limited to, the following:

- a. Implement the rules and regulations of the Housing Rehabilitation Program based on HCD and the County grant process.

- b. Provide consultation and technical services to the public regarding the housing rehabilitation program.
- c. Set guidelines for marketing and outreach to the Yolo County Homeowner target community of low-income owner-occupied homes or for rental units occupied by low-income tenants of owner-investors within the unincorporated areas of Yolo County including limited English populations.
- d. Manage intake of application process from the homeowners.
- e. Determine homeowner applicant eligibility.
- f. Develop program guidelines for loan disbursement to low-income homeowners.
- g. Oversee writing loan to contract homeowners for owner occupied rehabilitation.
- h. Review loan applications to determine financial and eligibility status and evaluate applicant's credit worthiness and property indebtedness.
- i. Hold and monitor all loans and manage loans & funding within grant guidelines.
- j. Order forms, reports, appraisals, or records through the title company and/or escrow company.
- k. Establish office hours to help applicants in a location which meets County' needs.
- l. Determine how contractors are procured & set income limits.
- m. Conduct property inspections, prepare write-ups and cost estimates, ensure eligibility of work items, evaluate bid responses submitted by contractors. Additionally, ensure that the contractor meets all necessary requirements and conduct preconstruction meetings with all parties when required.
- n. Monitor the work of authorized contractors and subcontractors.
- o. Assist homeowners to secure both the labor and materials for repair from contractor responsible for construction defects for one year from date of recorded Notice of Completion.
- p. Complete environmental review for property procurement process.
- q. Complete documentation for historical preservation, lead based paint and flood insurance when applicable.
- r. Ensure that all forms are completed & execute such as Promissory Note, Notice of Right to Cancel, Deed of Trust, Request for Notices, Truth and Lending Disclosure, Loan Disbursement Instructions and any other forms required by the County and/or this grant.
- s. Coordinate loan/escrow account, monitor and inspect progress of rehabilitation projects, authorize progress payments, obtain homeowner authorization of progress payments, conduct final inspections in conjunction with the Building Department as necessary, obtain copies of any needed building permits and process Notice of Completions.
- t. Review each program case file to ensure all documentation is in accordance with the HCD/HUD guidelines.

- u. Management portfolio for Document Retention-establish where records live, are maintained in a secure location for access.
- v. Comply with reporting to HCD. Ensure that the County has all books records, accounts, documentation and other materials relevant to this Agreement for a minimum period of five (5) years after the HCD contract has been closed according to the record retention requirements at 2 CFR 200.333.
- w. Provide information & reports to the County within accordance of the grant guidelines so the County has records for audit purposes.
- x. Complete all duties necessary to run the rehabilitation program from onset to close of program which is 11/16/2025.

3. VENDOR MINIMUM REQUIREMENTS:

- a. Contractors shall have a minimum of three (3) years of experience for which work of similar scope and scale has been completed.
- b. Contractors shall be required to document their status as a Minority Business Enterprise (MBE), a Women-Owned Business Enterprise (WBE), or a non-MBE or WBR firm. The County of Yolo's CDBG Program encourages the participation of MBE and WBE businesses to the greatest extent feasible on the CDBG-funded projects in accordance with Executive Order 12138.
- c. Contractors shall adhere to all Federal statutes and executive orders and implement regulations regarding Federal Procurement mandates. Refer to Attachment 4.
- d. Contractors must possess all licensing required to perform these services.
- e. Firm must verify that is not in the excluded party listing system on the Sams.Gov website. Firm must go to the following website <https://sam.gov/SAM/pages/public/searchRecords> and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS). If awarded the contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.

5. AWARDED CONTRACTOR REQUIREMENT:

- a. The successful Awarded contractor must supply all insurance requirements as required in Exhibit "A," Yolo County Insurance Requirements.
- b. **CONTRACT TERM:** Contractor agrees to provide services as specified in the RFP document for a period beginning February 1, 2024 through November 16, 2025. Hourly rates shall remain firm for the term of the contract. The contract shall be signed by the successful bidder and delivered to the soliciting entity within ten (10) days of the date specified in the Notice of Award issued by the soliciting entity, not including Saturdays, Sundays, and legal holidays.

D. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

E. SUBMITTING PROPOSALS:

The required method of submitting your proposal is electronically through Periscope Source formerly BidSync @ www.BidSync.com.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1-800-990-9339, for vendor support.

F. ADDENDA:

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFP will be posted as an addendum on BidSync. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents.

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SECTION II. RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors through BidSync. The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFP document updates, changes, or answers to questions posted at the <https://bidsync.com> website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

	EVENT	DATE	TIME
1	County Issues RFP	11/28/2023	
2	Deadline for Written Comments Posted on BidSync	12/08/2023	4:00pm
3	County Issues Responses to Written Comments	12/14/2023	
4	Deadline Proposal Due	01/03/2024	4:00pm
5	County Completes Evaluations	01/17/2024	
6	Anticipated Contract Start Date	02/01/2024	

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SECTION III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFP Coordinator

The following RFP Coordinator shall be the main point of contact for this RFP:

RFP Coordinator: Karen Kawelmacher
(530) 666-8073
karen.kawelmacher@yolocounty.org

B. COMMUNICATIONS REGARDING THE RFP

Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator named above. Unauthorized contact regarding the RFP with other County employees of the procuring county agency may result in disqualification.

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at <https://bidsync.com> in the questions and answers section of the solicitation no later than the date and time noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on BidSync or per any changes to Schedule of Events as posted to BidSync.

The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFP document updates, changes, or answers to questions posted at the <https://bidsync.com> website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the County.

Any irregularities or lack of clarity in the RFP should be brought to the attention of the County for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFP, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

K. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in Exhibit "A" before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

M. RFP AMENDMENT AND CANCELLATION

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all proposers through BidSync. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify

the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFP.

O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County may disclose the requested information under the CPRA."

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The County shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the County after all factors have been evaluated.

Award Evaluation Criteria:

- | | |
|---|-----------|
| 1. General Information | 5 points |
| 2. Qualifications and Experience | 20 points |
| 3. Responsibility/Demonstrated Competence | 15 points |
| 4. Client References | 10 points |
| 5. Project Understanding | 25 points |
| 6. Project Approach | 25 points |

R. AWARD PROCESS

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the county reserves the right to add terms and conditions, deemed to be in the best interest of the county, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

SECTION IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION:

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER:

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the County.

C. FEDERAL, STATE, AND LOCAL LAWS:

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

D. GOVERNING LAW:

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. ADDITIONAL APPLICABLE LAWS

1. The successful proposer must comply with the equal opportunity clause provided under 41 CFR 60-1.4, in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Further, the Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

2. The Immigration Reform and Control Act (IRCA) of 1986: Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (1-9).

3. The successful proposer must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), ensuring that the parties will not use, and have not used, Federal appropriated funds to attempt to influence any person or organization in connection with obtaining any Federal contract, grant, or any other award

covered by 31 U.S.C. 1352. The parties must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

4. The successful proposer shall conform to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government, including but not limited to the following: Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708), Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401), and the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387.

4. The successful proposer is required to comply with Federal Regulations 2 CFR Part 180 and 2 CFR Part 3000.

a. The successful proposer must verify that successful proposer, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR §180.905) are not excluded (defined at 2 CFR §180.940) nor disqualified (defined at 2 CFR §180.935).

b. The successful proposer must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. If it is later determined that the successful proposer did not comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C, in addition to remedies available to the State and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or disbarment.

d. The successful proposer must agree to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000 Subpart C throughout the period of any awarded contract. The successful proposer must further agree to include a provision requiring such compliance in its lower tier covered transactions.

e. The successful proposer must certify it has not been suspended or debarred from participation in federal grants.

5. The Drug-Free Workplace Act of 1990 ("the Act") requires the successful proposer to comply with the requirements of Government Code Sections 8350-8357 and the requirements of federal law as implemented in 28 CFR Part 67, Subpart F, Sections 615 and 620 and further subject to the Pro-Children Act of 1994.

7. The successful proposer must assure that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986; Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule; and Workers' Compensation laws.

8. No Obligation by the Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liability to the County, successful proposer, or any other party pertaining to any matter resulting from any awarded contract.

9. Program Fraud and False or Fraudulent Statements or Related Acts: The successful proposer must acknowledge that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the successful proposer's actions pertaining to any awarded contract.

10. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public;

11. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended, Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) prohibiting discrimination in housing, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil

rights laws for jurisdictions receiving federal funding; Section 104(d) regarding relocation and displacement and Section 109 of Title 1 of the Housing and Community Development Act of 1974 prohibiting discrimination in CDBG funded programs, as amended; Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;

12. The successful proposer shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non- profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

13. The successful proposer shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG- assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead- based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.

14. The successful proposer shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

15. The successful proposer shall comply with all National Environmental Protection Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR 1500 – 1508. Grantee shall not receive authority to incur activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

16. The successful proposer shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle

A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over \$2,000.00.

Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.

For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770- 1784, or the Davis-Bacon Wage Determination.

17. The successful proposer shall follow 24 CFR Part 75 Section 3 Contract Provisions if any single housing rehabilitation construction project exceeds \$200,000.

F. PUBLIC AGENCY:

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

H. EXTENSIONS:

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

J. INVOICES AND PAYMENT TERMS:

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct

invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

K. COMPLIANCE:

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

L. DEFAULT:

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two years from future solicitations for default.

M. TERMINATION FOR CONVENIENCE:

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

N. CANCELLATION FOR UNAPPROPRIATED FUNDS:

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

O. ASSIGNMENT/TRANSFER/SUBCONTRACTING:

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

P. F.O.B. POINT:

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

Q. PROTESTS: The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

1. Protest Procedures:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFP Coordinator of this solicitation and the Manager of Procurement. All protests shall include at a minimum the following information:

All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester's representative;
- c. The solicitation title and due date;
- d. Name of County employee designated as the RFP Coordinator;
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position at the time of the initial protest;
- g. The party filing an "award" protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest;
- h. The form of relief requested.

The contact information for the Manager of Procurement is as follows:

Manager of Procurement
Yolo County Department of Financial Services
625 Court St., Ste. 103
Woodland, CA 95695-3490

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP/IFB Protest and shall constitute a failure to exhaust administrative remedies.

In all cases, the first level of review of any protest shall be conducted by the respective Department issuing the solicitation.

However, should a protester disagree with the conclusion of the Department Head, the Bidder/Offeror may submit a formal written request by e-mail or hard copy and received within five (5) working days from the date of the first determination made by the Department Head for further review to the County Administrator's Office (CAO). No facsimiles will be accepted. The CAO decision shall be final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

2. Protest of RFP Specifications/Requirements/Terms & Conditions:

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided in writing by e-mail or hard copy directly to the RFP Coordinator prior to the closing date and time of the designated "question and answer period" of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on BidSync. No facsimiles will be accepted.

Notice must be clearly marked "**Notice of Protest of Specifications/Requirements/Terms & Conditions**". No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

3. Protest of Disqualification:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFP. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received by the RFP Coordinator within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "**Notice of Disagreement**" and shall be received by e-mail or hard copy. No facsimiles will be accepted. Companies who fail to do so forfeit all rights in the protest process. It is at the county's discretion at the department level to make final determinations for all disqualified protests.

4. Protest of Award of Contract:

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than five (5) working days after the notice of the proposed contract award to the respective Department Head. Contact information for the Department Head is as follows: (Department Head name, address, e-mail.) Notice must be clearly marked "**Notice of Protest of Award of Contract**" and may be received by e-mail or hard copy. No facsimiles will be accepted. A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

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SECTION V. INSTRUCTIONS FOR COMPLETION OF PROPOSAL

A. SUBMITTING PROPOSALS:

The required method of submitting your proposal is electronically through Periscope Source @ www.BidSync.com.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1-800-990-9339, for vendor support.

Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

B. REQUIRED PROPOSAL SUBMITTALS:

The submittals requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

Exhibit "A"	Proposal Transmittal Letter
Exhibit "B"	Proposal Questionnaire
Exhibit "C"	Cost Proposal Form
Exhibit "D"	Signature Page
Exhibit "E"	Non-Collusion Non-Conflict of Interest Statement
Exhibit "F"	Exceptions
Exhibit "G"	Anti Lobbying Certification

C. PROPOSAL FORMAT AND CONTENT

The Proposer(s) are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content. Proposal shall not be more than 35 pages, excluding resumes.

The format and content of the Proposal are as follows:

1. If provided, use any forms included in the Exhibits as well as the requirements listed above. All other submitted pages are to be single-spaced typed pages with one-inch margins.
2. Include a Table of Contents. Identify the Exhibit & any Sub-Category of the proposal in the table of contents and throughout the submittal.
3. Include the Proposal number and Proposer name on every page submitted.
4. All pages must be numbered sequentially.

Thurmond Consulting, LLC

RFP #GSDRFPKK2329



Thurmond Consulting LLC
2121 Natomas Crossing, Suite 200-288
Sacramento, CA 95834

December 29, 2023

Yolo County Procurement Division
120 West Main Street, Ste G
Woodland, CA 95695

RE: RFP#GSDRFPKK2329

Dear Ms. Kawelmacher:

Thurmond Consulting, LLC is pleased to present a response to the Yolo County Request for Proposal (RFP) for implementation of a homeowner housing rehabilitation program. Our firm has a deep understanding of the provision of housing services and is fully qualified to operate the program. Our staff meets and exceeds all minimum qualifications as stated in the RFP. Thurmond Consulting has over 25 years of experience operating affordable housing programs, managing housing construction and administering local, State of California and U.S. Department of Housing and Urban Development (HUD) funded programs on behalf of government agencies and non-profit agencies with a focus on smaller and mid-size cities and counties.

Authorized Representative: Scott Thurmond, Owner and Principal Consultant
Phone: (916) 416-0901
Email: scott@thurmondconsultingllc.com
Website: <https://thurmondconsultingllc.com/>

The attached proposal is valid for not less than 90 calendar days from the date of this letter. As the person signatory to this letter, I verify that I am authorized to commit Thurmond Consulting LLC to the terms in this proposal.

We thank you for your consideration. We look forward to discussing initiation of the program to improve the safety and sustainability of homes for the residents of Yolo County. If there are any questions regarding the proposal or Thurmond Consulting, please contact me as noted above.

Sincerely,



Scott Thurmond, Owner and Principal Consultant
Thurmond Consulting, LLC

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Exhibit C – Cost Proposal Worksheet

Exhibit D – Signature Page

Exhibit E – Non-Collusion and Non-Conflict of Interest Statement

Exhibit F – Exceptions to County Sample Contract

Exhibit G – Anti-Lobbying Certification

1. General Company Information

Thurmond Consulting, LLC is dedicated to providing safe, affordable and sustainable housing for lower-income families and individuals. Our firm offers nonprofits and government agencies over 25 years of dedicated expertise in comprehensive affordable housing development services. Our proficiency lies in securing and administering competitive grant funding from federal and state agencies, with a specialized focus on programs administered by the State of California Department of Housing and Community Development (HCD) and the U.S. Department of Housing and Urban Development (HUD). We are committed to streamlining development processes and construction management for affordable housing projects and homeless shelters, translating community visions into impactful and sustainable realities. Thurmond Consulting is recognized for delivering top-tier services and technical assistance. We cater to smaller cities and rural communities in California and the organizations that serve them. Thurmond Consulting is a certified Small Business Administration (SBA) 8(a) minority-owned business.

We are very excited to partner with Yolo County (County) to reinstate the homeowner housing rehabilitation program (Program). Our company is fully qualified to support the Program goals of preserving and creating affordable housing, removing unsafe or unhealthy property conditions, helping seniors age in place, and promoting neighborhood stability by encouraging homeowners to reinvest in their homes.

Fax Number

Thurmond Consulting has not used a facsimile machine (fax machine) for a number of years as the use of scanners, pdf files, Dropbox and other document transmission methods are most common in the current environment. If selected to operate the Program, we would be willing to install a fax machine, if required.

a. Company Overview

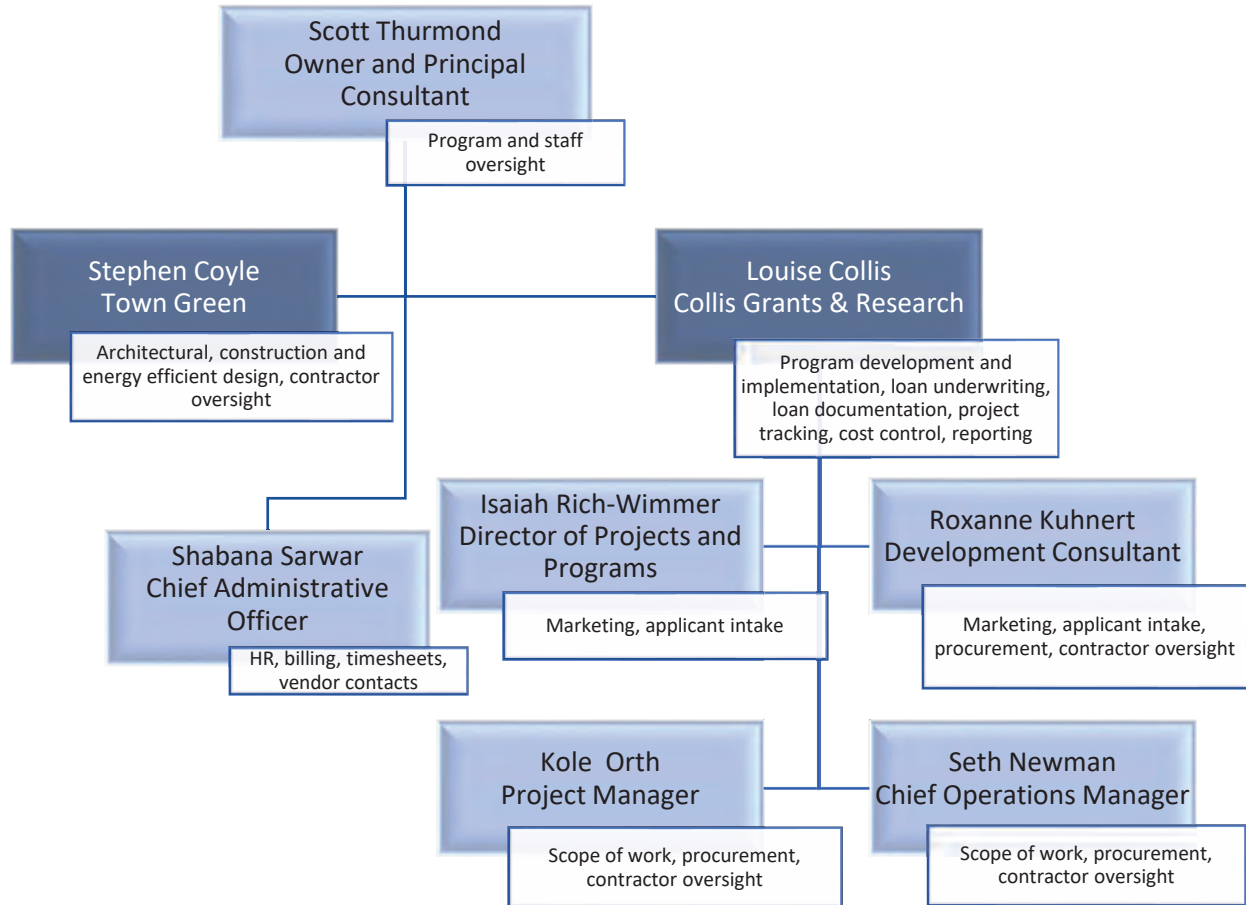
For more than 25, years our staff has provided high quality housing development services and technical assistance to nonprofit organizations and government agencies with a focus on small to mid-size cities and counties. We specialize in securing and administering federal, state and local grant funding; and in coordinating development processes for affordable housing. Thurmond Consulting has led housing development projects including rehabilitation, ground-up stick built construction and modular construction. We conduct project development, grant writing, reporting, monitoring, construction management and oversight, and strategic planning services throughout all stages of project development. From project conceptualization to financing approaches to construction oversight, our team prides itself on providing a seamless process from start to finish.

b. Agency Background and Ability

Thurmond Consulting consists of 14 employees and two subconsultant staff to provide the maximum expertise and flexibility to our clients. Subconsultants include Louise Collis of Collis Grants & Research and Stephen Coyle of Town Green.

An organizational chart for the proposed scope of work is included on the next page.

Thurmond Consulting Organizational Chart for Administration of Housing Rehabilitation



2. Experience and Qualifications

Scott Thurmond leads an experienced team of affordable housing specialists who are supported by Thurmond Consulting's administrative staff. Our flexible structure allows us to provide the knowledge and skills needed to develop and administer a successful home rehabilitation program meeting all requirements of the applicable federal, state or local funding sources. Thurmond has partnered with Stephen Coyle of Town Green and Louise Collis of Collis Grants & Research for years and will bring their long standing expertise to the program.

a. Most Recent Three Years Relevant Experience

A summary of the firm's experience over the past three years in performing similar services for public entities, including Federal, State, County or municipal clients for meeting minimum requirements of this RFP. Include applicant's role in each project.

Also include the contract value (original value plus contract amendments, if applicable), project timeline, project owner, project location, contact name and title, address, current/accurate telephone number and email address (if available).

Thurmond Consulting has extensive construction management experience, in addition to expertise in federal and state grant administration and loan underwriting. All of our projects provide housing and services to low-income residents of northern California and we are skilled at working with these populations. We have completed many projects over the past three years. The following demonstrate skills and experience relevant to Yolo County's housing rehabilitation program.

Solano County - Community Care Expansion (CCE)

Glenn County - Community Care Expansion (CCE)

Sutter County - Community Care Expansion (CCE)

Programs are currently underway.

Contact: Miranda Ramirez, LCSW, Solano County, Behavioral Health Services
(707) 553-5491

mramirez@solanocounty.com

Thurmond is a contractor to Solano County, Glenn County and Sutter County for development and implementation of funding received from the California Department of Social Services for preservation of adult residential facilities. The funding, known as the Community Care Expansion (CCE) program, is designated for the renovation and capital improvements, in addition to covering operational costs. The majority of projects are individually owned and operated single family homes being used as group homes for seniors and adults with disabilities. Solano County has approximately \$2.3 million which is anticipated to assist 20 facilities. Glenn County has \$500,000 and Sutter County has \$700,000 available and expect to assist 2-3 facilities each. Our staff have developed implementation plans, conducted procurement of construction contractors and is responsible for reporting to the State and project monitoring.

Habitat for Humanity Yuba/Sutter - Serenity Village Apartments

Project Location: 1645 2nd Avenue & 5224 Chestnut Road, Olivehurst, CA 95961

Project completed 2022

Contact: Joseph Hale, CEO and Board President

(530) 742-2727 Ext. 211

jhale@yubasutterhabitat.org

Our team provided grant writing, monitoring, and construction consulting services for an affordable housing development of 124 units built on two parcels to provide housing for families experiencing homelessness in the city of Olivehurst, CA. Units were co-developed by Habitat Yuba/Sutter and Thurmond Consulting LLC. Thurmond staff provided grant writing services to secure a \$6.5 million Infill Infrastructure Grant in support of the project. Services for this project included grant reporting and monitoring; project construction management; design management and oversight; onsite and offsite support services throughout all stages of development.

Habitat for Humanity Yuba/Sutter - Fernwood Village Phase 1

Project Location: Subdivision of Tract No. 3 of Yuba Gardens

Project in development phase

Contact: Joseph Hale, CEO and Board President

(530) 742-2727 Ext. 211

jhale@yubasutterhabitat.org

The County of Yuba and Habitat for Humanity Yuba/Sutter own adjacent parcels in unincorporated Yuba County. The County and Habitat intend to build affordable housing at these sites. Habitat has partnered with Yuba County to create a subdivision map to produce eighty-nine (89) lots with a recreational park and roadways to be divided between both parcels. Habitat will build out twenty-two (22) units and the County will build out sixty-seven (67) units with both parties contributing to the construction of a community park and road access. Thurmond staff provided grant writing services to secure \$5.5 million in State of CA CalHome loan financing for the project. The Thurmond team will perform additional grant writing, project construction management, grants management, and on and offsite supportive services throughout all stages of the project.

City of Roseville - COVID-19 Response Small Business Assistance Program

2020-2021

Contact: Trisha Isom, Housing Manager

(916) 746-1239

tisom@roseville.ca.us

Thurmond Consulting was contracted to develop a CDBG funded business assistance loan program including development of all guidelines, forms and marketing materials. We worked closely with business owners to navigate the application process, conducted intake assessments, completed environmental reviews, performed loan underwriting and documented cost

reasonability and allowable expenses. For low-income business owners, we verified income (third party income verification) and collected demographic data. Thurmond was responsible for preparing loan documents and all HUD reporting.

b. MBE/WBE

Thurmond Consulting, LLC is a certified SBA 8(a) minority-owned business. Certification is available upon request.

c. Key Staff

The following is a brief summary of the qualifications of key team members and support staff assigned to the program. Please see section 7. Resumes for additional information.

Scott Thurmond, Principal Consultant/Owner, Thurmond Consulting, LLC

Experience: Our firm has secured nearly \$120 million in private, state and federal funding for client agencies. We have over 25 years of experience working with local, state and federally funded projects serving lower-income families. We have in-depth experience in conceptualization and implementation of programs and projects; and provide management services for housing and homeless services programs. We specialize in proposal writing, development and oversight of capital development projects focused on affordable housing, permanent supportive housing and emergency shelter. Knowledge of all federal housing grants and welfare assistance programs.

Role: Staff and program oversight. Manage program workflow and ensure timely expenditure of funds.

Louise Collis, Owner/Consultant, Collis Grants & Research

Experience: Louise Collis has 23 years of affordable housing and grant administration experience for the cities of Fairfield and West Sacramento. During her tenure, responsibilities included the development of program guidelines and implementation of housing rehabilitation and homebuyer assistance programs; in addition to writing dozens of successful grant applications to support these and similar projects. Following retirement in 2017, she opened Collis Grants & Research and has provided housing and grants management consultancy services to the cities of Concord, Roseville, Napa and West Sacramento; the counties of Sutter and Yuba; and to the State of California Department of Housing and Community Development.

Role: Program Manager for the HCHR Program. Responsible for development of program guidelines, marketing materials and loan documentation. Will conduct loan underwriting, track budget, coordinate with private lenders, conduct monitoring, reporting and write future grant applications.

Stephen Coyle, member of the American Institute of Architects (AIA) and the Congress for the New Urbanism (CNU); Leadership in Energy and Environmental Design credentialed (LEED); Owner of Town Green

Experience: Stephen is a nationally recognized urban planner, architect, builder and developer. He is an expert in climate adaptation and resilient development from regional and community scale to the block and building. He brings over 25 years of planning, architectural and energy conservation knowledge to the program.

Role: Consultant services for construction design, energy-efficient design and construction management. Will provide technical assistance for program construction design parameters and contractor oversight.

Roxanne Kuhnert, Thurmond Consulting, Development Consultant

Experience: Roxann has worked for the State of California CDBG program as a Senior Housing Specialist and as the Executive Director of the Del Norte Economic Development Corporation. She brings over seven years of experience with community outreach, grant writing and grant management; policy development; and loan underwriting and servicing to the project.

Role: Marketing and outreach, conduct applicant intake, assist applicants to complete HCHR applications and/or applications to private lenders, loan underwriting, assist with monitoring and reporting, contractor relations, prepare construction scope of work/cost estimates, procurement process, develop construction contract, inspect work, approve contractor payments, change orders and write future grant applications.

Isaiah Rich-Wimmer, Thurmond Consulting, Director of Projects and Programs

Experience: Isaiah has worked for Thurmond Consulting since 2020. He has been responsible for administration of multiple grant funded housing projects. His responsibilities include assisting with the development of the East Beamer Way Campus in Woodland which includes 61 units of permanent supportive housing, a 100-bed shelter and a 60 bed substance abuse facility. Isaiah was part of a team tasked with development of a \$11 million licensed behavioral health treatment campus for Solano County that will serve justice-involved individuals.

Role: Marketing and outreach, conduct applicant intake, assist applicants to complete HCHR applications and/or applications to private lenders, assist with monitoring, reporting and write future grant applications.

Seth Newman, Thurmond Consulting, Project Manager

Experience: Seth is a Journeyman Carpenter with Local 46, Sacramento, CA and is OSHA 10 certified. He oversees all aspects of construction management including day-to-day field operations, performance, quality and safety inspections, and compliance with codes, specifications and standards.

Role: Assist homeowners with development of scope of work/cost estimates, procurement and contractor selection process, contractor relations, construction oversight, approval of progress payments and change orders.

Kole Orth, Thurmond Consulting, Project Manager

Experience: As a construction project manager, Kole understands the procurement, contractor selection and construction oversight process. He has demonstrated excellent organizational skills and the ability to bring projects to completion on time and within a budget.

Role: Assist homeowners with development of scope of work/cost estimates, procurement and contractor selection process, contractor relations, construction oversight, approval of progress payments and change orders.

d. Experience with CDBG, HOME, CalHome and Other Grants

Thurmond Consulting has managed a number of projects funded through CDBG, HOME, CalHome and other state and federally funded housing projects. Louise Collis managed CDBG, HOME and CalHome funded housing rehabilitation programs for the cities of Fairfield (1996-2004) and West Sacramento (2004-2017). She recently authored a successful CalHome grant application that secured nearly \$6 million for Habitat for Humanity Yuba/Sutter that will be used towards construction of 22 single-family homeownership units in Linda, CA. Louise provided programmatic expertise to the State of California Department of Housing and Community Development (HCD) CDBG program (2018-2022) including guideline development, staff training and technical assistance to recipient jurisdictions. Louise was a HUD consultant assisting with presentation of HOME-ARP workshops in January-February 2023.

Roxann Kuhnert worked for HCD managing the CDBG and CalHome programs (2106-2023) prior to her move to Thurmond Consulting in early 2023.

Our firm is currently managing the following projects:

Funding Source	Project Owner/Developer	Project
CA Department of Social Services Community Care Expansion (CCE)	Solano County Glenn County Sutter County	Development and implementation of a program to provide renovations, capital improvements and operational funding for group home facilities (primarily single family homes).
Local funds, CA HCD CDBG and HOME program income	Solano County	Homeacres Owner-Occupied Housing Rehabilitation program – Program guidelines development, environmental clearance, implementation, marketing, client intake and eligibility, procurement, construction oversight and reporting. Program is in development phase.
CA HCD CDBG – DR	Habitat for Humanity - Yuba/Sutter	Prosperity Village – Grant writing to secure \$1.5 million for rehabilitation to convert a vacant motel into a 62 unit permanent supportive housing complex. NEPA clearance, procurement, construction management.
CA HCD CalHome	Habitat for Humanity - Yuba/Sutter	Fernwood – Grant writing to secure grant of \$5.9 million for construction of single family homes in Linda, CA. Funding has been awarded and Thurmond will provide construction management as soon as grant agreement is received from HCD.

CA HCD CDBG	Habitat for Humanity - Yuba/Sutter	Harmony Village – Grant writing to secure \$7.3 million of CDBG grant funds for acquisition of a motel and \$955,000 of CDBG Program Income for a new public water system, well and expanded septic system to serve 62 units of permanent supportive housing. NEPA clearance, design, permitting and construction management.
State of CA Homekey, No Place Like Home and Homeless Housing Assistance and Prevention (HHAP). City of Woodland CDBG.	Yolo County	East Beamer Way Campus, Woodland, CA – Grant writing and development of a \$25 million homeless services campus. Construction management of the project which includes 61 units of Permanent Supportive Housing, a 60 bed Licensed Substance Abuse Treatment Facility and a 100 bed Emergency Shelter.

e. Experience with Federal Housing Requirements

As noted above, Thurmond staff have decades of experience with federally funded housing projects including CDBG, HOME and Emergency Shelter Grant (ESG). Experience includes project conception and design, grant writing and fund development, environmental (NEPA) clearance, site development and infrastructure, procurement and construction oversight, prevailing wage compliance, financial and beneficiary reporting and grant closeout.

f. Deadline and Cost-Effective Project Management

Our large and diverse staff allows for responsive and timely service delivery. We recommend that the County consider a 3-5 year contract, as allowed by HCD for CDBG funded activities. This would allow the Program to extend beyond the November 2025 grant expiration date. Once the grant terminates, the County may continue to receive CDBG, HOME or other program income, or may be interested in applying for new grant funding to continue the Program.

Program expenses including loans/grants, progress payments to contractors and consultant fees will be tracked on a spreadsheet. Quarterly progress reports outlining progress towards milestones and a budget report comparing approved budget with actual expenditures will be submitted to the County by the 20th of the following month. Reports to be balanced with County records quarterly to ensure accuracy and compliance with budget. We recommend meeting with County staff on a quarterly basis to review progress and budget.

Thurmond Consulting is adept at collaborating with government and private agencies to leverage local resources. We recommend leveraging County funds by guiding residents to programs such as [California Clean Energy Rebates and Incentives](#) to maximize available local funding. Construction contractors will be selected using procurement procedures that meet funding source and the County's requirements.

g. Program Management and Recordkeeping

We will monitor progress towards milestones in the County's grant agreement with HCD to ensure all grant reporting is completed accurately and in a timely manner. Thurmond staff are proficient in the eCivis grants management program used by the HCD CDBG program for grant applications, project reporting and drawdown of funds.

Records will be maintained in accordance with requirements of the funding source and the County. We pay close attention to securing personally identifiable information (PII) and maintaining the confidentiality of personal records. Once the Program is underway, we recommend quarterly meetings between Thurmond staff and County staff to review the budget, milestone completion and project status.

3. Responsiveness/Responsibility

Our construction management philosophy is to manage and minimize the inherent risks that often arise in affordable housing development and construction while ensuring that the project stays on schedule and on budget. We strive to save the owner time and money by uncovering problems or potential problems that may be encountered during design and construction such as errors, omissions, ambiguities and conflicts, for example, between drawings and specifications.

A key example of a project that included end-to-end construction management services is the East Beamer Way Neighborhood Campus. Thurmond Consulting was responsible for managing the predevelopment design and constructability review, value engineering, bidding, contractor selection, permitting, inspections, and construction administration.

a. Contract Defaults

Thurmond Consulting and its officers have not defaulted on a contract.

b. Claims

There have not been any claims against Thurmond Consulting or its officers in the past 5 years.

c. Suspension/Debarment

Thurmond Consulting has not been suspended, decertified or barred by any governmental agency from providing services.

DUNS number: 003894087

UEI number: KJJ4JQZCBSF3

d. Conflict Resolution

Constructability reviews are conducted frequently to reveal conflicts that can impact construction time and cost. Our reviews are done independent of the project designer and completed well before the bid cycle begins so that there is ample time for corrections to be made. With our many years of solid field experience in managing contracts and inspections, this provides us with an understanding of building trades, construction materials, heavy equipment, building techniques, regulations and sequences of construction. Our experience ranges from conducting federally compliant procurement/bid processes, reviewing submittals, participation in progress meetings, authorizing payments. If a dispute or claim occurs, we are proficient at and work diligently to find a resolution to the issue that meets the needs of our client, the contractor and the homeowner.

e. Effective, Timely, Economical and Professional Methods

Our staff and subconsultants are experienced and highly skilled housing professionals. We have found that ensuring clear and frequent communication between Thurmond, as consultant, and our client agencies is a key component to producing effective and successful housing programs. We recommend meeting with County staff on a quarterly basis to review program progress and budget. In order to facilitate understanding, we propose the following timeline and milestones for the program.

Program expenses including loans/grants, progress payments to contractors and consultant fees will be tracked on a spreadsheet. Quarterly progress reports outlining progress towards milestones and a budget report comparing approved budget with actual expenditures will be submitted to the County by the 20th of the following month. Reports to be balanced with County records quarterly to ensure accuracy and compliance with the budget.

Milestones	Deliverables	Completion Date
	Executed contract	2/1/24
Completion of draft guidelines, submit for review	Draft guidelines	2/15/24
Completion of final guidelines	Final guidelines	3/7/24
Completion of program documents and website development	Loan/grant documents, marketing materials, website	4/30/24
Marketing underway Accept applications	Website up and online Marketing underway Begin accepting applications.	5/1/24
First project underway	Approved loan/grant, docs signed, contractor selected and construction contract executed.	7/1/24
Final project underway		4/27/25
All funding expended and all projects completed		10/27/25
Final reports and all documents submitted to County for close out.	Final reports and documents.	11/27/25
	Quarterly budget and project reports submitted	Submitted by the 20 th day of the end of each quarter

4. Project Approach

Thurmond Consulting will provide technical assistance to the County to develop a financially viable and sustainable housing rehabilitation program serving the needs of homeowners in the unincorporated areas of Yolo County. Our large and diverse staff allows for responsive and timely service delivery. We will administer the program in compliance with the requirements of all funding sources and the County, and provide reports as needed by funding sources. Thurmond staff are proficient in the eCivis grants management program used by the HCD CDBG program for grant applications, project reporting and drawdown of funds.

We recommend a program that focuses on addressing health and safety issues, correcting code violations and promoting energy efficiency improvements for lower-income households.

a. Program Implementation and Operation

The first step in our plan will be to work with County staff to revise the outdated rehabilitation program guidelines to meet current State CDBG requirements. We offer the following thoughts regarding how the program may be structured to maximize benefit to Yolo homeowners while streamlining processes and staff time.

Program Development

Louise Collis, the person with direct oversight program operations, has over 25 years of experience working with federal, state and local grant funded programs. She has written program guidelines and underwriting guidelines for local jurisdictions including owner-occupied housing rehabilitation, multifamily housing rehabilitation, homebuyer assistance and small business loan programs. Louise will be responsible for the development of loan underwriting guidelines. Upon the County's approval of the guidelines, they will be submitted to the State of California CDBG program for review. Program materials will be developed including marketing materials, brochures, application forms, loan documents and other programmatic forms. We suggest that applications be available in both an online format and in paper format for those who are not computer savvy.

Establishing a list of qualified, experienced contractors will be a key component for success of the program. While it can be a challenge to find reputable contractors willing to take on smaller jobs, Thurmond Consulting has overseen numerous housing construction projects in the area and has fostered positive working relationships with many contractors. We will seek interested contractors through advertisements in relevant publications and by word-of-mouth. Interested contractors will be required to submit evidence of licensing, bonding and insurance; in addition to a resume of experience with references. Interested contractors meeting program requirements will be placed on a bid list.

We work with many local government agencies across northern California and have access to experienced translators to translate applications and marketing materials into Spanish. This is included in the proposed budget. However, the budget does not include the cost of translation

for the entire program guidelines or all loan documentation. If the County desires this, it would be an additional expense.

Program Implementation

Our staff will work with the County to devise a marketing and homeowner outreach plan that will meet all HUD and State of California CDBG requirements for affirmatively furthering fair housing. We suggest marketing to be conducted through multiple modes and in multiple languages to ensure that all residents have the opportunity to take advantage of the program. Marketing will include a webpage on the County's website, production of flyers for distribution at community events and local destinations, a social media campaign and published notices in the local newspaper. If "office hours" are required, we will work with the County to determine acceptable location and timing.

Thurmond staff will assist homeowners with preparation of the scope of work, bid process, and contractor selection. Our staff will conduct a pre-construction meeting with the selected contractor and will verify that work has been completed before recommending contractor progress payments. The homeowner will have final approval of the scope of work, contractor selection and progress payments.

Reporting and Records

We will monitor progress towards milestones in the County's grant agreement with HCD and will ensure all grant reporting is completed accurately and in a timely manner. Records will be maintained in accordance with requirements of the funding source and the County. We pay close attention to securing personally identifiable information (PII) and maintaining the confidentiality of personal records. Once the Program is underway, we recommend quarterly meetings between Thurmond staff and County staff to review the budget, milestone completion and project status.

5. Project Understanding

Thurmond consulting staff have decades of experience designing and operating housing programs for lower-income households, including homeowner housing rehabilitation. We specialize in serving the needs of lower-income families including those with limited English proficiency, disabilities or other barriers that may require special assistance to learn about or utilize the Program.

a. Understanding of Project

A review of the existing Program guidelines and the County's application to HCD for funding reveal that the Program is expected to complete a minimum of 6 rehabilitation projects with available grant funding, at an average \$87,000 per project. We feel this is a reasonable number of projects to complete within the timeline allotted. Thurmond Consulting has administered single-family housing rehabilitation projects over the years, including:

Client	Funding Source	No. of Units	Role
City of West Sacramento	Neighborhood Stabilization Program (NSP) HUD funds received from HCD	6 Single family homes	Contractor to the City for the acquisition and rehabilitation of 6 single-family units for permanent supportive housing.
Solano County Glenn County Sutter County	Community Care Expansion (CCE) funds from the CA Dept of Social Services	Estimated 24 single family homes	Contractor to the County to develop and implement a program to provide renovations and capital improvements to owners of single family homes operating as residential care facilities.
City of Roseville	CDBG	23 loans	Guideline development, marketing, applicant intake, underwriting, loan documentation and reporting for business loan program.

b. Potential Problems

There are several areas of concern regarding the County's proposed Program.

Meeting Grant Expenditure Timeline

The County received a 2021 grant of State CDBG funds for homeowner rehabilitation. The grant agreement provided 36 months for development and operation of the program. The agreement was signed over a year ago, which leaves a shortened timeline for implementation.

Construction Contractors

As noted above, the Program will struggle without access to qualified, experienced contractors willing to participate. When the construction industry is very active, it can be a challenge to find contractors interested in small jobs.

c. Problem Mitigation

Meeting Grant Expenditure Timeline

We propose an accelerated pace for implementation due to the timeline imposed by the CDBG grant agreement. This will require:

- Close coordination with County staff – we recommend monthly meetings between Thurmond and County staff during the program development phase and at least quarterly meetings once the program is underway.
- Update of the County’s program guidelines to meet current State CDBG requirements - Our staff have developed program guidelines for housing rehabilitation for many jurisdictions using State CDBG funding. We can accomplish this task in a quick and efficient manner.
- Marketing of the program to meet fair housing requirements and get sufficient interest – Our staff has been involved in many similar outreach activities focused on lower-income residents in rural areas throughout northern California. We are ready for the challenge.

The County currently has \$750,000 in funding allocated to the Program, of which \$500,000 is for homeowner loans. If we estimate an average loan amount of \$70,000, this will provide funding for approximately seven rehabilitation projects. The State CDBG grant agreement requires that all funds be expended by the expiration date of 10/27/2025.

To ensure that construction is completed and funds are expended by the grant expiration date, we recommend that no new projects be undertaken after 4/27/2025. We also recommend that the Program not allow reconstruction with existing CDBG funding. Reconstruction, under the CDBG program, is defined as demolition of an existing substandard unit and replacement with either new construction or a modular housing unit. Reconstruction requires a more time consuming environmental review, project design and permitting process that the tight grant timeline cannot accommodate.

Construction Contractors

Thurmond Consulting has overseen numerous single family and multifamily housing construction projects in the area and has fostered positive working relationships with many contractors. We recently conducted outreach to contractors for renovations to single family homes being used as residential facilities in Solano County, Glenn County and Sutter County for the CCE program noted above. This has resulted in a list of reliable and willing contractors available for similar projects. If needed, we will seek interested contractors through advertisements in relevant publications and by word-of-mouth. Interested contractors will be required to submit evidence of licensing, bonding and insurance; in addition to a resume of experience with references. Interested

contractors meeting program requirements will be placed on a bid list for homeowners as they select a contractor.

6. References

Joseph Hale, CEO and Board President

Habitat for Humanity Yuba Sutter

202 D Street, Marysville, CA 95901

(530) 742-2727 Ext. 211

jhale@yubasutterhabitat.org

Services Provided: Construction development services

Janet Ruggiero, Board Member

Friends of the Mission

P.O. Box 8485, Woodland, CA 95776

(916) 803-3453

jmruggiero@sbcglobal.net

Services Provided: Construction development services

Miranda Ramirez, LCSW

Solano County, Behavioral Health Services

355 Tuolumne St. MS 20-210, Vallejo, CA 94590

(707) 553-5491

mnr Ramirez@solanocounty.com

Services Provided: Grant writing, program development, and construction project management

7. Resumes



D. Scott Thurmond

Principal

Experienced and focus driven Principal/Owner who is Analytical, Disciplined, Self-Assured, Focused, Responsible. Excels at leading teams and operations, improving efficiency, managing critical resources, and making informed decisions in Operations Management, Strategic Planning and Continuous Improvement. With 25+ years of wide-ranging experience in non-profit/program management, Continuum of Care administration and HUD funding sources using a wide variety of project management, systems integration, and training. A professional with knowledge of budgeting and fiscal management necessary to manage complex budgets.

Contact

Phone

916-4160901

Email

scott@thurmondconsultingllc.com

Address

2121 Natomas Crossing Drive
Suite 200-288
Sacramento, CA 95834

Education

1990

**Bachelor of Arts in Social Sciences,
Concentration in Spanish**
University of California, Davis

Expertise

- Grant Writing Expertise
- Proposal Writing
- Finding funding opportunities
- Project Management
- Construction Management
- Strategic Planning
- Financial Planning
- Process Flows
- Leadership
- Teamwork
- Creative Thinking
- Communication Skills
- Networking Skills
- People Skills
- Problem-Solving
- Decision-Making
- Organization & Time Management Skills
- Objectivity & Independence Skills

Language

English

Spanish

Experience

2004 - current

Thurmond Consulting LLC | Sacramento, CA

Principal

○ Grant Writing/Administration and Fiscal Management

- 25 years' successful experience in contract and grant writing, contract negotiation and contract and grant administration.
- Specific HUD sources: CDBG, CoC Competition, ESG, NSP

○ Continuum of Cares

- Extensive experience with CoC Coordination
- Coordinated Entry
- CoC Competition
- Submissions
- CoC Governance
- HMIS, PIT/HIC counts, HDX etc.

○ Operational Administration

- 25 years recent experience in conceptualization and implementation.
- Hiring, training, development and evaluation of staff at the non-profit and consulting levels. Management of homeless services agency.
- Oversight of daily services for the homeless and low-income including emergency shelter
- and permanent supportive housing for family and singles housing programs.

○ Construction Management and Other Experience

- Proposal Writing, development and oversight of capitol development projects focused on
- Supportive housing and emergency shelters.
- Knowledge of all federal welfare assistance programs
- Successful fundraising and public relations activities to build community support for housing and shelter programs.

○ Employment History

- 2004 - Current Non-Profit Consultant
- 2001 - 2003 Director of Operations, Sacramento Cottage Homeless Housing Sacramento, CA
- 1996 - 2001 Chief Administrative Officer (Executive Director) Yolo Wayfarer Christian Homeless Mission, Woodland, CA
- 1995 - 1996 Assistant Chaplain, Yolo Wayfarer Christian Homeless Mission
- 1994 - 1995 Family Self Sufficiency Coordinator, Yolo Wayfarer Christian Homeless Mission
- 1990 - 1993 Public Assistance Specialist, Yolo County Social Services, Woodland, CA



Louise W. Collis

Senior Consultant

Providing consultancy services fostering thriving organizations and cohesive communities through thoughtful affordable housing development and strategic grants management. An experienced community development professional with over 25 years of performance in affordable housing and U.S. Department of Housing and Urban Development (HUD) funded programs. Extensive knowledge of federal, state and private funding sources. Dedicated mentor to coworkers and partner organizations.

Experience

Grants Management

- Wrote, administered and monitored local, state and federal grants since 1995 for the cities of Fairfield, West Sacramento, Roseville and Napa including: Community Development Block Grant (CDBG); CDBG CARES Act (CDBG-CV); HOME; Neighborhood Stabilization Program (NSP); HUD public housing funds; State of CA Affordable Housing Sustainable Communities (AHSC); CalHome; Emergency Solutions Grant (ESG); COVID-19 related funding sources; State of CA Low-Income Housing Trust Fund; and HUD Sustainable Communities funding.
- Authored 6 Five-Year Consolidated Plans and 14 Annual Action Plans for entitlement cities (local jurisdictions) governing the use of HUD CDBG funding. Experienced and skilled at conducting public outreach required for plan development and providing technical assistance to applicants.
- Experienced with all elements of the HUD Integrated Disbursement and Information System (IDIS) including Consolidated and Annual Action Plan development, drawdown of funds, financial management, and HUD reporting; in addition to the HUD Environmental Review Online System (HEROS).
- Developed and implemented a business loan program for the City of Roseville in response to the COVID-19 pandemic.

Affordable Housing Development

- 25 years experience with affordable housing development including rehabilitation and new construction of single-family for-sale, multifamily rental, modular construction, motel conversion projects and accessory dwelling units (ADUs).
- Assisted with the development of six multifamily projects in West Sacramento that created a total 444 units of affordable housing using HUD, State of California and local funding sources.
- Assisted the City of Fairfield with three land acquisition projects resulting in eight homeownership units for Solano Habitat for Humanity.
- Wrote or revised program guidelines for owner-occupied and renter-occupied single family housing rehabilitation, homebuyer assistance and economic development business loan programs for the cities of Fairfield, Napa, Roseville and West Sacramento.

Neighborhood Improvement

- Led a Visioning process for the oldest and lowest income neighborhoods in the City of West Sacramento resulting in a blueprint for the future that was designed by residents.
- Member of a multi-disciplinary team created to address low-income areas of the City of Fairfield suffering from high crime and high vacancy rates.

Employment History

1995-2024 City of Fairfield, Housing Division, Management Analyst
 2024-2017 City of West Sacramento, Economic Development and Housing Department, Senior Program Manager
 2018-2022 CPS-HR Consultant to the State of California Department of Housing and Community Development
 2019- present Collis Grants & Research, Owner and Consultant
 2020-present Thurmond Consulting LLC, Senior Consultant

Phone

707-290-2635

Email

louise@thurmondconsultingllc.com

Address

1837 Four Winds Drive
 Nixa, MO 65714

Education

Master of Business Administration with a concentration in Urban Land Development

CSU Sacramento, CA

Bachelor of Arts in Management

St. Mary's College, Moraga, CA

Expertise

- Grant writing expertise
- Proposal writing
- Identifying funding opportunities
- Project management
- Strategic planning
- Financial planning
- Housing and small business loan underwriting
- Process flows
- Leadership
- Teamwork
- Creative thinking
- Communication skills
- Networking
- Public speaking
- Problem-solving
- Decision-making
- Organization & time management
- Objectivity & independence

Professional Certification

Certified Economic Development
 Finance Professional (EDFP) since
 2009

Steve Coyle AIA LEED CNU

Principal, Town-Green

11 Fairview Terrace Great Barrington MA 01230

steve@town-green.com

www.town-green.com

510.755.8551



Curriculum Vitae

Harvard Graduate School of Design:
Instructor, National Charrette Institute-
Professional Planner Program 2004
USMC - Paris Island to Combat

Registrations:

Licensed Architect in Oregon, No. 3346

Professional Memberships:

National Council Architectural Reg. Board
American Institute of Architects,
Congress for the New Urbanism
LEED AP, USGBC

Professional Endeavors

Principal of Town Green, 2008 to 2023

Deputy Director Community Development
and Planning & Intelligence Chief,
Emergency Operations Center
City of Woodland, CA, 2016 to 2021

Director of Planning & Development
Gov. of Gabon/ANGT. 2014 to 2016

Project Manager, Gabon
The Prince's Foundation for Building
Community, 2012 to 2014

Director, Town Planning
HDR, Inc. 2005 to 2008

Principal, Consultant
LCA Architects & Town Planners
2002 to 2005

Partner
Lennertz Coyle & Associates
Architects & Town Planners
1993 to 2002

Stephen Coyle, Town-Green [www.town-green.com], an architect, urbanist, community planner, developer, and author, designs, entitles, and develops at the building, block, neighborhood, community and regional scale projects throughout the United States, the Middle East, Africa, and Asia. A former United States Marine, Steve shares multiple state and local awards and honors, and led California's Climate Adaptation Council.

An international leader in climate-adaptative and resilient design, Steve authored *Sustainable and Resilient Communities: A Comprehensive Action Plan for Towns, Cities, and Regions*, John Wiley & Sons, and *Lean Urbanism in Central Africa*, Palgrave Bottom-Up Urbanism. Treasurer of Ingénieurs sans frontières in Gabon, Africa, Steve co-founded the National Charrette Institute and contributed to the *Charrette Handbook*.

Project Experience, 2012 to 2023 and onward:

East Beamer Way, Freeman Affordable Homes, Habitat for Humanity - 2022-2023, Stephen Coyle, Town Green continues to assist in the design and development of middle-scale affordable housing and mixed-use buildings in Northern California.

East Beamer Way - 2018 to Sept. 2023, as Dep. Community Development Director, now as consultant to owner/operator Friends of the Mission, he designed, and helped finance and develop the first new full-service homeless campus in California, consisting of a new 100 bed Adult Shelter, 61 Permanent Supportive Homes and Community Health/Center, and Substance Abuse Center.

Directeur de la Plannification, Agence Nationale des Grands Travaux, Gabon

2014 to 2016, directed Gabonese architects, planners and engineers in planning, funding and developing regional, community, neighborhood, and building projects.

Resettlement Master Plan, Libreville, Gabon - 2015 to January 2016

Steve developed a master plan to resettle over 2,000 displaced families in four communes, inserting new blocks and buildings within existing neighborhoods, and creating seven new, walkable, mixed-use communities with transit access.

Redevelopment Plan, Libreville, Gabon - 2014 to January 2015

Steve led the redevelopment of a 20 kilometer area to provide new housing, commerce, neighborhoods, roads, utilities, and flood-protection in a project funded in part by the World Bank, and new schools funded by the African Development Bank.

Akanda Master Plan and SmartCode, Libreville, Gabon - APA National Award 2016

2012 to May 2014 In-country project manager for the Prince's Foundation for Building Community, Steve managed the design of the Akanda Master Plan in Libreville and produced the **Sustainability Guide** for new development within the Master Plan area.

Ulaanbaatar, Mongolia District Plans - 2012

Steve/Town Green advised the City of Ulaanbaatar, on behalf of the World Bank, planning six districts of sprawling 'ger' settlements that require critical infrastructure.

Consulting City Architect, Wilsonville, Oregon - 2004 to 2021

Steve reviewed all building designs for the new town of Villebois he helped plan.



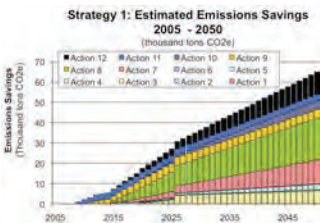
Experience
(continued)

Project Experience - Sustainable Planning Projects



City of San Mateo, CA Sustainability Commission - 2012

Just before leaving for Africa in 2012, Steve/Town Green led the City in conceptualizing, organizing, and developing a Citywide Sustainability Commission, one of the first in the US. He interviewed potential Commission candidates from CEO's of Silicone Valley companies to non-profit directors to create sustainability goals, strategies, and performance measures with the key stakeholders and Commission candidates.



City of Napa, CA Energy Efficiency and Conservation Strategy (EECS) - 2011

Steve/Town Green led a team that assist City staff in identifying, prioritizing, and modeling specific programs, developing the EECS, and determining the relevance of the Countywide Community Climate Action Plan in this effort. Working with City staff, the Town-Green team conducted outreach within City staff to reach consensus on the programs included in the EECS and funded and implemented as part of the Energy Efficiency Community Block Grants program.

Hayward Climate Action Plan (Sustainability Plan) - 2011

With consultants HDR Inc., Steve Coyle/Town-Green, Steve developed a Plan that addressed building, landscape, and infrastructure sustainability; energy conservation and renewable resources; waste management and transportation-related systems, and other local targets in an implementable action plan that will help Hayward become a more environmentally, economically, and socially sustainable community.



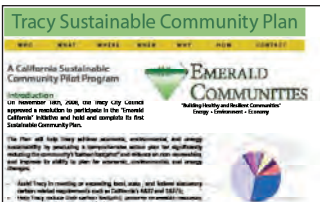
Martinez, CA Climate Action Plan (Sustainability Plan) - 2010

Building on initiatives and actions already begun by the City of Martinez, the CAP described short, medium, and long-term conceptual strategies to reduce dependency on oil and natural gas, increase the use of renewable resources, improve air quality, reduce solid waste, and decrease the amount of water and energy required by residents, businesses, schools, and municipal operations.



Los Angeles Solid Waste Integrated Resources Plan (SWIRP)

Los Angeles and all of Southern CA faces the challenge of increasing sustainability, reducing greenhouse gas emissions (GHG), and improving the quality of life and public health and safety in a politically feasible, reasonably cost effective manner. HDR, Inc. with Steve Coyle assisted the City of Los Angeles in the development of a plan to achieve zero solid waste by the year 2030 in a six-year, Los Angeles Solid Waste Integrated Resources Plan (SWIRP).



City of Tracy, CA Sustainability Plan - APA 2011 Award

Steve co-lead a Sustainability Action Plan to transform Tracy into a leader for environmental, economic, and social sustainability. The Plan detailed long-range strategies to achieve sustainability in greenhouse gas (GHG) emissions, energy, transportation and land use, solid waste, water, agriculture and open space, biological resources, air quality, public health, and economic development.



Pleasanton, CA Climate Action Plan (Sustainability Plan) - 2011

Steve co-lead the City of Pleasanton's Climate Action Plan, the result of nearly a year of collaborative efforts among community leaders, citizens, industry experts, renowned scientists, and city staff. The Plan was adopted by City Council in 2011 and includes General Plan policy amendments and municipal code revisions.

Experience
(continued)

Project Experience - New and Redevelopment Projects, Plans and Form-Based Codes



Esplanade Specific Plan, Lincoln, California - 2009

Steve led a community Charrette and prepared a Specific Plan and Form Based Code for the 193-acre Esplanade brownfield decommissioned wastewater treatment facility site. The Plan enabled the transformation of a City-owned site into an asset to generate funds to pay for a new treatment plant, and addressed housing needs.

The East Area One Specific Plan, Santa Paula, CA - 2008

While with HDR, the project team with Steve Coyle was retained by the Limoneira Company to prepare a master plan, specific plan, and form-based code for East Area One, a 500 acre addition to the City of Santa Paula. The site is planned as three pedestrian-oriented neighborhoods, plus a civic facilities and commercial district.

The East Area One Specific Plan defines a fine-grained network of pedestrian-oriented streets: unique designs for all streets, parks and other public spaces; a range of residential, live-work, mixed-use and light industrial building types; and a number of regionally based architectural styles. Each of the neighborhoods is organized around internal parks and open spaces, with linear parks and an agricultural edge.

The Delano "Block H" Redevelopment plan and Transit Center, Delano, CA

Steve led the Delano "Block H" Plan Charrette that comprehensively planned an 11 acre area known as "Block H" in Downtown Delano. The team developed a form-based code for the surrounding area including the vacant parcels adjacent to the railroad tracks which can be used as a future commuter rail station.

Mississippi Renewal General Plan Charrette, Gulfport, Mississippi

The Governor's Commission on Mississippi Recovery, Rebuilding, and Renewal facilitated a week-long Charrette (October 2005) to replan/rebuild areas destroyed by Hurricane Katrina. Steve co-led the Gulfport Team that developed a master plan that enhanced local and regional land use and transportation systems, increased commerce opportunities, environmental linkages, enhanced wetlands and estuaries, neighborhood integration, and a new approach to planning and zoning.

Gulfport, Mississippi SmartCode

After leading the Gulfport Renewal Plan, Steve assisted in the development of a citywide SmartCode that culminated in adoption one year after the Charrette in 2007. With the adoption of its SmartCode, Gulfport was the first of the eleven communities on the Mississippi Gulf Coast to officially adopt a citywide form-based code. The Code included a Sector (or regional) Plan, and standards at the Community and Building Scale. The team worked closely with FEMA and the new flood zone maps.

Mill Pond, Astoria, Oregon

On the first 'Brownfield' neighborhood redevelopment in Oregon, Steve designed a mixed use neighborhood surrounding a pond located between Marine Drive and the Columbia River. The award-winning "fishing village" plan consists of a mix of housing: alley-accessed single family homes and duplexes, live/work units, and apartments above retail. The plan includes cottages built out on piers, public parks, and viewing areas around the pond that overlook the Columbia River, the Astoria-Megler Bridge and the Astoria hills. Commercial uses buffer the residential core from Marine Drive.



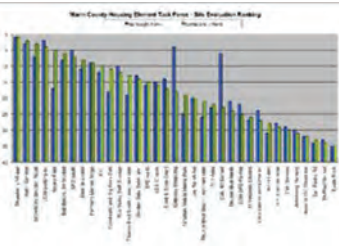
Experience
(continued)

**Project Experience -
Special Projects, Affordable Housing and Architecture**



Cal-Biodiesel Plan, State of California - 2010-2011

Steve/Town-Green with Alternative Energy Solutions, Inc. led a public/private plan to grow biodiesel from non-food seed crops without irrigation on unproductive, marginal and retired agricultural land, and unused State lands. The oilseed crops provide feedstock for small biodiesel production plants located inside struggling farming communities. These facilities will function as industrial incubators for clean-tech economic growth in California and potentially, across the US. The plan provided the state with a new revenue source to decrease foreign oil dependency and improve air quality, and to create livable-wage jobs.



Marin County Affordable Housing Task Force, Marin County, California - 2012

Steve/Town-Green led a County Task Force to identify, evaluate and select affordable housing sites for the County's 2014 and 2022 Housing Elements. Steve and his team provided sketch-up designs for infill sites and designed evaluation forms that included weighting of prioritized criteria. He facilitated the assessment process, and assisted the participants in the application of interactive, web-based maps to describe and qualify site conditions.



Hercules Train Station and Transit Village, Hercules, CA

Steve Coyle and an HDR, Inc. team developed a 20 acre neighborhood plan of higher density housing and neighborhood-serving commercial uses proximate to the new commuter rail station designed by the team for the City of Hercules. The proposed for-rent and for-sale unit types, live-work, and flat and town house units, comprised the nexus of a transit-oriented neighborhood serving a multi-modal transportation hub including the new train station, ferry terminal, and bus terminal. The neighborhood plan, organized around tree-lined neighborhood streets and small greens, play areas and public gathering spaces, connects to a larger traditional neighborhood.



Shevlin Riverfront, Bend, Oregon

Steve and Lennertz, Coyle & Associates designed a 19-acre mixed-use development by Brooks Resources in Bend, Oregon during a five-day public Charrette in 1997. All interested parties, from potential builders and commercial operators to citizen activists and neighbors, contributed to the design. The resulting mixed-use neighborhood included quiet residential streets, an active central green bounded by a 180-room hotel and 70,000 sq. ft. of office space, and 40 single-family homes.



Mixed-Use Home Depot and Transit Station, Portland, Oregon

Lennertz, Coyle & Associates in 2001 schematically designed the first mixed-use Home Depot on a site in the Hollywood District of Portland. The 104,000 sq. ft. store, screened by a ground floor retail stores, included a garden center, second floor offices, and 26 third and fourth floor apartments, plus two floors of roof-mounted structured parking. The site is adjacent to the Hollywood Transit Station.



Experience
(continued)

Project Experience - New and Redevelopment Plans and Codes with Transit



Hollywood Town Center and Urban Design Plan, Portland, Oregon - APA National Award - 2002 Steve and Lennertz, Coyle & Associates assisted the Portland Bureau of Planning in developing an urban design plan and transit center as part of a complex revitalization plan and regulating code for the historic Hollywood Town Center. The plan integrates civic building design, land use, transportation, and market considerations. In late 2001, the plan won an American Planning Association National Award. The Portland Planning Director said, "More great ideas were generated in one week at the Hollywood Charrette than any other planning process I've seen."



Village Gardens, Lincoln, Nebraska

Village Gardens, a mixed-use urban village on a 250-acre site in Lincoln, Nebraska, is the home of Campbell's Nurseries. Steve led a team that created a plan and form-based code for Village Gardens, including Architectural Standards, to guide the design of the development's 1,000 homes and mixed-use buildings. The plan's design preserved and enhanced existing waterways, created new ponds, and retained public open space, and transformed the property into a series of interconnected neighborhoods with a mixed-use village core surrounding Campbell's Garden Center.



US Army Base Area Development Plans, Fort Lewis, Washington

Steve Coyle led a Charrette to design three Area Development Plan (ADP) for Gray Field; the Logistics Center, and Miller Hill areas of Fort Lewis. The ADP provided the master plans to fulfill integrated project mission needs with planning factors involving environmental stewardship, sustainable development, force protection and mixed used development into development strategy.



E-Street Transit Village, Chula Vista, California

Steve/Town Green led the design team in 2003 for the new E- Street Transit Village in Chula Vista, on behalf of a partnership with a developer, the City of Chula Vista, and the Metropolitan Transit Development Board. Just off Interstate 5 along E-Street, it connects the downtown with the waterfront. The Plan created an attractive, convenient, safe and successful model of a regional mixed-use transit center that advances the community's goals of transit directly adjacent to housing and shopping.



New Affordable Neighborhood, Teton County, Wyoming

Steve led an intense public Charrette to design two new 'Affordable Neighborhoods' to address the serious lack of affordable housing in Teton County. The project adhered to the principles of Smart Growth and advocated a sustainable development model for the Jackson area to enable local workers to live close to their jobs. The project employed a unique financing strategy that minimized public funding while maximizing market-driven subsidies to create a substantial quantity of affordable housing, but in the form of complete, walkable, and diverse neighborhoods.



Northway Town Center, Anchorage, Alaska

Steve and Lennertz, Coyle & Associates led a Charrette to redevelop the existing Northway Mall and revitalize the surrounding area. The future Northway Town Center, on the eastern fringe of downtown, consists of an area of "big-box" retail and a 1960s-era enclosed shopping mall surrounded by parking and bordered by a large mobile home park, vacant land and a major freeway, an established single-family neighborhood to the east, and America's busiest General Aviation airport to the west.



Experience
(continued)

Project Experience - Master and Transportation Planning Projects and Codes



Al Aqaba Town Plan, West Bank, Israel 2011

Steve/Town-Green led a seven day charrette in 2011 to design housing and develop a phased town plan for the Village of Al Aqaba in the West Bank. The international Charrette Team, mostly volunteer, was assembled and sponsored by Rebuilding Alliance, an NGO led by Donna Baranski-Walker. It included a documentary film crew, a diplomacy group, finance specialists, and, of course, engineers and architects. Al Aqaba Village created a cooperative credit program to guarantee mortgage repayment and Rebuilding Alliance created a Revolving Mortgage Loan Fund.



Contra Costa Centre Station Area Plan, Pleasant Hill, California -2012 APA Award

"The most successful TOD in Northern California". In February 2002, Lennertz, Coyle & Associates' Steve Coyle and Bill Lennertz led a Design Charrette in Contra Costa County, California that produced a Transit Village master plan and code for the Pleasant Hill BART Station, the region's first transit-oriented development project. The project was approved with no opposition despite contentious conditions that prevented the previous plan's adoption for twenty years. This award-winning project, now in its second construction phase, includes the following design and planning strategies:

- Continued sales and rentals in a depressed market;
- Integrating light rail, bus, auto, bike and pedestrian activities.
- Reconstructing parking lots into buildings, streets, and public spaces.
- Green infrastructure including the Iron Horse Trail for bikes and pedestrians.
- Attracted additional transit investments; increased real estate values significantly.
- Successful Charrette that delivered economic, environmental, and social value.



Chico Downtown, Transit, and Parking Plan, Chico, California

Steve Coyle/Town Green led a team that created a new plan for Downtown Chico that preserved the historic city fabric, addressed pedestrian, bike, motor vehicle, and transit access and parking, a transit center, and proposed redevelopment of the underutilized and architecturally blighted downtown blocks into lively mixed use street walls with parking enclosed within the blocks. The plan, developed in collaboration with Chico State University, included an implementation plan and policies.



Cuesta Park Annex Master Plan, Mountain View, California

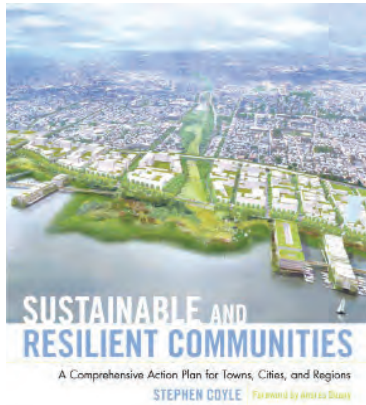
The Cuesta Park Annex Master Planning Process incorporated a comprehensive Community involvement process with "performance measures" to help determine the city park's future as objectively as possible. The Team directed a series of public events and arrived at a community supported conceptual plan for the Cuesta Park Annex, approximately 13 acres owned by the City of Mountain View.

Fairview Village Sustainable Master Plan, Fairview, Oregon

Lennertz, Coyle & Associates' Bill Lennertz, Steve Coyle, and Bill Dennis developed a master plan for Fairview Village, an 87-acre addition to the City of Fairview, now completely built out. The plan, an organic grid, was influenced by the natural bend of Fairview Creek through the lower third of the site, and organized around Market Street, which extends from the commercial corner at the north to the civic center at the south. To develop the master plan, the team led an intensive three-day Charrette to engage the public and key decision makers to create a consensus-based design, regulating plan, zoning codes, architectural guidelines, and renderings of the community. The project won numerous state and national awards.



Sample Publications



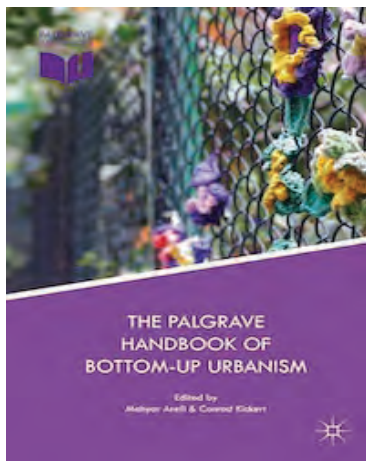
Sustainable and Resilient Communities

John Wiley & Sons, Publishers

Stephen Coyle, with Daniel Dunigan, Forward by Andres Duany

The ultimate step-by-step guidebook for implementing a comprehensive "green action plan" for cities small and large.

Many of today's communities face an uphill struggle to attain self-sufficiency in an era beleaguered by shortages in governmental funding, volatile oil prices, and rapid shifts in demographics and lifestyles. This step-by-step guidebook for urban planners, designers, public officials, and sustainability advocates explains how to create and implement a "green action plan" to reclaim your neighborhood, community, or region by making them environmentally healthy and economically resilient.



The Palgrave Handbook of Bottom-Up Urbanism

Palgrave/MacMillan Publisher

The handbook surveys the kaleidoscope of views on the agency of urbanism, and its 19 chapters on the nature, locations, and functionalities of bottom-up urbanism offer far more than the problem-solving title of any handbook typically suggests.

Steve's chapter, Lean Urbanism in Central Africa, runs from page 179-199. Building and improving the resilience of villages, towns, and cities in developing regions of the world and in Africa specifically, demands a lean approach: small-scale, incremental developments that require fewer resources to incubate and mature. The pathway to Lean Urbanism in Central Africa, viewed in this chapter through the lens of its physical scale, development patterns, regulatory standards, and zoning, requires time-tested strategies and innovations in design and construction



Council Report VII: On Green Architecture and Urbanism

Published by The Town Paper "Planning Sustainably". Green building today is well-defined and increasingly popular. However, green urbanism is only beginning to coalesce as a defined or systematized approach to the built environment. The Council Report VII features 21 articles on sustainable construction and placemaking by leading practitioners of new urbanist design, planning and education, including Stephen Coyle's *Planning Sustainably - Without a Crystal Ball*

Steve presents four principles of sustainable planning that have proven themselves over time and that may be used to evaluate proposed solutions: Time-Tested (works best, over time in the long run), Vernacular (deployed with relative efficiency and simplicity by the greatest number of people) Pervasive (offers broad applicability for a wide range of circumstances and over a diversity of environments), and Virtuous (leverages positive impacts, in the short and long term).



Sample Project Websites Designed, developed and hosted by Town-Green



Concord Development Code

HOME | INFO | SCHEDULE | CODE & ZONING MAP | GENERAL PLAN | CEQA | FAQs | CONTACT | DOWNLOADS

News & Updates

- Check the Proposed General Plan Land Use and/or Zoning Change of a Parcel or Address**
August 10, 2011
For quick reference to determine whether the General Plan land use and/or zoning of a parcel or address is proposed to be changed and to read the corresponding existing and proposed regulations, click [here](#).
- Planning Commission/Public Study Session #8**
July 27th, 2011
The Planning Commission Study Session was held on July 27, 2011 at 7:00 p.m. in the City Council Chambers. The purpose of this 8th study session was to review the proposed General Plan Land Use and Zoning Change of a Parcel or Address. For more information, click [here](#).
- Joint Planning Commission / Parks, Recreation and Open Space Commission / Public Study Session #7**
June 29th, 2011
The purpose of this 7th study session was to review Article VI, Resource Management, which includes standards for Hillsides Protection, Creek and Riparian Habitat Protection, and Tree Preservation and Protection, and Article IV, Division 5, ... [read more](#)
- Planning Commission/Public Study Session #6**

Welcome to the City of Concord, California's Development Code Project Website

Thank you for your interest in this project!

The City of Concord is in the process of updating its Development Code- a major multi-year project. The existing Code is over 50 years old. Therefore, the City has committed to preparing a new Code that implements the 2030 Urban Area General Plan vision for the City, adopted in 2007, but also clearly sets forth zoning and development regulations, replete with illustrations to improve the clarity, consistency and accuracy of these regulations. Through stakeholder outreach and public Planning Commission Study Sessions, the City will gather input, and review, refine, and complete the Code for approval by the City Council

EMERALD TRACY
AN EMERALD CITIES PILOT PROJECT

HOME | PROJECT INFORMATION | PARTICIPATE | RESOURCES | CONTACT

Welcome to Emerald Tracy
...an Emerald Cities Pilot Project

EMERALD TRACY UPDATES

Bike to Work 2011
May 19th was Bike to Work Day in Tracy. We had a community-wide event at our Transit Station where we provided bike safety information to Tracy riders. We encourage our riders to keep on biking all year long!

Welcome to Emerald Tracy
In partnership with the State of California, Tracy is making efforts to "be green." Here, you will find the latest news on sustainable efforts in Tracy, including resources and information on how you can "go green" yourself. Check out our free downloads, sign up for our e-newsletter, and get in your green story!

CITY OF MARTINEZ CALIFORNIA

OUR CITY | CALENDARS | SERVICES | DEPARTMENTS | JOBS | HELP | CONTACT US

Climate Action Plan

The City of Martinez Climate Action Plan (CAP) will establish strategies to reduce the greenhouse gas emissions known to contribute to climate change, to conserve energy and other natural resources, and to prepare the community for the expected effects of global warming. The CAP will include specific goals and objectives to reduce greenhouse gas emissions, including policies, programs, and actions that facilitate the efforts of residents and businesses to reduce their own greenhouse gas emissions. Additionally, the CAP will establish priorities in four key GHG emissions categories for adapting to the local physical changes in the environment that are already being felt as a result of global climate change, and that are expected to intensify in the coming years.

1. Transportation
2. Energy
3. Solid Waste
4. Water

THE CITY OF PLEASANTON CLIMATE ACTION PLAN

HOME | EVENTS | PROJECT INFO | SCHEDULE | THE PLAN | FAQs | RESOURCES | CONTACT | SURVEY

Welcome to the City of Pleasanton's Climate Action Plan!

The City of Pleasanton recognizes that activities taking place throughout the community result in the release of the heat-trapping greenhouse gases (GHG) that contribute to climate change. We are committed to reducing our GHG emissions by creating a Climate Action Plan (CAP) that will provide a roadmap to help us reach our reduction targets.

Enjoy exploring this website for any questions you may have about the Pleasanton Climate Action Plan process and sign up for our alerts to receive periodic updates.

Thank you for your interest and support!

Calculate Your Carbon Footprint
Use the EPA's Household Emissions Calculator to compute your carbon footprint.

FREE Energy Assessments for Your Home!
July 15th, 2011
If you rent or own a home in Pleasanton and would like to reduce your energy and water bills, you can get a free home assessment and installation of energy and water efficient equipment FREE between now and August 12th. Appointment [\[more\]](#)

L. Hunter Lovins- Climate Capitalism Presentation Available to Download!
May 29th, 2011
L. HUNTER LOVINS, who has been called "Hero of the Planet" by Time Magazine, coauthor of the bestselling Natural Capitalism, sets at the Francisco Arts Center on Monday, May 16th to speak about his new book. [\[more\]](#)

CAP PUBLIC WORKSHOPS BEGINS

Volunteer Efforts



Steve and ISF team building a flood-protection wall.



Steve and Ingénieurs Sans Frontières team.

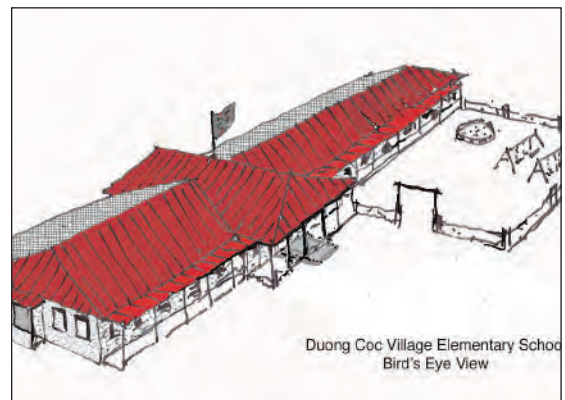
Treasurer, Ingénieurs Sans Frontières (ISF), Gabon
As Treasurer of Engineers Without Borders, Gabon,
Steve helped direct the construction of flood-protection barriers in Akébé', a village subject to periodic inundation, and built sanitary system for Collège Evangélique d'Akébé's 600 students.



Steve and Ingénieurs Sans Frontières assistants

As co-founder and board member of the National Charrette Institute (www.charretteinstitute.org), Steve trained professionals in public engagement across the country from San Francisco to Harvard University. He was first, Executive Director and then Treasurer of California Chapter, Congress for New Urbanism (www.cnucalifornia.org).

Jane Coyle, assisted by Stephen Coyle, founded and directs the 501c3, the Vietnam Fund for Education, Music & Infrastructure, Inc. (www.vietnamemifund.org), installing clean water systems in rural schools and educating young, montegnard women.





Roxann Kuhnert

Development Consultant

Experienced affordable housing specialist who has four years of housing program development and implementation experience with California's Department of Housing & Community Development. With over twenty-two years of real estate and small business financing and seven years of economic development experience, she possesses a unique insight into project financing and management.

Contact

Phone

503-819-8049

Email

roxann@thurmondconsultingllc.com

Address

2121 Natomas Crossing Dr. Ste. 200-288

Sacramento, CA 95834

Expertise

- Grant Writing Expertise
- Grant Administration
- Proposal Writing
- Loan Underwriting
- Loan Origination
- Loan Servicing
- Financial Analysis
- Program Management
- Training Development & Facilitation
- Inter-Agency Relations Communication
- Creative Thinking
- Communication Skills
- Networking Skills
- People Skills
- Problem-Solving
- Decision-Making
- Organization & Time Management Skills

Experience

2023 - current

Thurmond Consulting LLC, Sacramento, CA

Development Consultant

- Grant Writing and Administration
- Legislative analysis
- Project feasibility
- Ensure state and federal project requirements are met.

2016 - 2023

State of California, Department of Housing & Community Development

- The design and implementation of housing programs by collaborating with internal and external stakeholders including housing developers, state legislators, internal divisions and California citizens experiencing homelessness.
- Providing analysis for proposed state legislation on housing policy as to impacts to state housing objectives.
- Preparation of guidelines and Notices of Availability.
- Application development, underwriting and contract execution for program funding.
- Tribal Liaison for state's Access to Opportunity housing programs.
- *Day-to-day operations of the federally funded program, including monitoring expenditure deadlines and reporting on the program's benchmarks.*
- *Supervision of 5-10 staff.*
- *Development of the Division's five-year plan, annual action plan and federal consolidated performance and evaluation reports.*
- *Policy development and program implementation.*
- *Monitoring of awarded contracts for compliance.*
- *Providing technical assistance to all interested parties.*
- *Facilitation of training and community outreach events.*
- *The day-to-day operation of the organization.*
- *Budget development and management.*
- *Development of policies and procedures.*
- *Development of organization's five-year plan and annual strategic plans.*
- *Raising the organization's profile.*
- *Preparation of federal loan and grant applications.*
- *Networking with local, tribal, state and federal governments to seek out new funding opportunities.*
- *Facilitation of training and community outreach events.*
- *Reporting to the Board of Directors and federal partners.*
- *Loan origination.*
- *Small business loan underwriting.*
- *Analysis of project feasibility.*
- *Loan servicing.*
- *Reporting to Board of Directors and federal partners.*
- *Relationship development of existing and prospective clients.*
- *Technical assistance for potential borrowers.*



Isaiah Rich- Wimmer

Director of Projects & Programs

Isaiah is an experienced programs director with a proven track record of success in grant writing and management. With over 5 years of experience in grant writing, he has a deep understanding of the various components required for project development and implementation. Isaiah began his career as a grant writer at A Community Bridge DBA where he gained valuable experience in project management. He now writes and manages grants at Thurmond Consulting LLC where he has excelled in managing projects from A-Z. In addition to his professional accomplishments, Isaiah is known for excellent interpersonal communication and anticipation of client needs.

Contact

Phone

541-227-3193

Email

isaiah@thurmondconsultingllc.com

Address

338 NW 21st Ave Portland OR 97209

Education

2018

Bachelor of Music (BM) in Composition & Music Theory

CSU Sacramento

2016

Associates of Arts (AA) in Humanities

Shasta College

Expertise

- Grant Writing
- Strategic Planning
- Project Management
- Technical Writing
- Research / Analysis
- Reporting / Monitoring

Language

English

Spanish

Experience

2020 - Current

Thurmond Consulting LLC | Sacramento, CA

City of Concord 2023 Homeless Strategic Plan

Provided grant writing services which resulted in funding for a multi-million dollar homeless services campus at East Beamer Way in Woodland, CA. This project includes a 100-bed emergency shelter, 61 units of permanent supportive housing, and a forthcoming 60-bed licensed substance abuse treatment facility. The Project exceeds \$45 million in construction expenses, personnel, materials, and equipment. With this project, Yolo County saw a decrease in the number of individuals experiencing homelessness as well as aggregated number of service calls.

2022 - 2023

East Beamer Campus, Woodland, CA

Provided grant writing services which resulted in funding for a multi-million dollar homeless services campus at East Beamer Way in Woodland, CA. This project includes a 100-bed emergency shelter, 61 units of permanent supportive housing, and a forthcoming 60-bed licensed substance abuse treatment facility. The Project exceeds \$45 million in construction expenses, personnel, materials, and equipment. With this project, Yolo County saw a decrease in the number of individuals experiencing homelessness as well as aggregated number of service calls.

2021 - 2022

Residential Campus, Fairfield, CA

Provided grant support for the development of a \$11 million licensed behavioral health treatment residential campus to serve justice-involved individuals that will provide an alternative to incarceration. The campus, developed with acquired modular units, is located on County-owned land adjacent to H&SS service center in Fairfield, California.

Reference

Scott Rich

Consultant, Symmetric Solutions

Phone: 5413993191

Email: hmisupport@gmail.com

Theo Taylor

Line Manager, Kens Artisan

Phone: (360) 907-7019

Email: N/A



Seth Newman

Operations

Contact

Phone

530-631-8315

Email

Seth@thurmondconsultingllc.com

Address

New Jersey

Education

Journeyman Carpenter

Local 40 : Boston, Massachusetts

Local 46 : Sacramento, California

Becker College, Worcester, MA

2001

Osha 10 Certified

EMT Certified

Expertise

- Team Work
- Process improvements
- Construction ~ Design to Completion
- Negotiations
- Change management
- Digital Skills

Language

English

Experience

○ **Present**

Thurmond Consulting llc. | 2121 Natomas Crossing Drive. Suite 200-288
Sacramento, CA 95834

Chief Operations Manager

Ensuring the smooth running of community in a fast paced environment : Overseeing all operations including maintenance, capitol improvements, lease administration, budgeting, forecasting, reporting, evictions, vacancy anticipations, lease renewals, construction contracts and inspections. Forecasting staffing, budgetary and equipment needs while monitoring complaints, processing requests and concerns as necessary. Works closely with with architects, engineers, local governing officials and contractor to ensure a perfect finish.

○ Yocha Dehe Wintun Nation | Brooks, CA

Project Specialist

Provided field oversight of contracted labor and vendors for services. Inspected completed work of internal staff to ensure conformance to codes, specifications and standards. Estimated and scheduled sub-contractors for construction projects to ensure appropriate project completion and documentation. Worked closely with the Patwin people of Northern California to ensure high quality work standards across all their land.

○ Miller Paneling Specialties, Woodland, CA

Superintendent/project manager

Responsible for coordinating and direct supervision of the day-to-day field operations of assigned construction/renovation projects. Managed all personnel and trades, to ensure on-site performance, quality, safety, schedule, and compliance to code are met. Acted as point of contact with architects, engineers, consultants, local Governing officials and customers on projects in the field. Supervised the construction effort in the field to ensure that the project is completed in accordance with design, budget, schedule, and customer objectives. Conducted regular on-site meetings with subcontractors, vendors, and others as appropriate with respect to schedule, safety issues, and other matters relating to performance in the field. Ensured that subcontractors are maintaining record drawings during the course of the construction project.

accomplishments

Working with Patwin People of Northern California~ Yocha Dehe Wintun Nation

Opening the East Beamer Neighborhood project

CCE project (current) Solano County

Building bio-safety/ Vivariums labs 1 through 3 @ The FDA



Kole Orth

Project Manager

Determined and driven to make sure all projects run smoothly and efficiently. Excels in maintaining a positive work environment and ensuring all team members give their input. Never leaves questions unanswered or problems unsolved. Always willing to help others out when needed and never afraid to turn down a challenge.

Contact

Phone

(916) 303-0898

Email

Kole@thurmondconsultingllc.com

Address

Roseville CA

Education

An Associate of Science in Construction management

Sierra Community College
Class of 2024

2012

High School Diploma

Roseville High school

Expertise

- Contract Development
- Detail-Oriented
- Computer Skills
- RFP/ Contract writing
- Willingness to Learn
- Construction management practices
- Outgoing
- Customer Relationship
- Customer Service
- Construction Quality Standards and Attention to Detail
- Work Prioritization
- Calculations and Measurements
- Honest and Ethical
- Problem-Solving
- Verbal and Written Communication
- Time Management
- Positive Attitude

Language

English

Experience

2022 - Current

Thurmond Consulting LLC Project Manager

Oversee and coordinate activities between different project managers, managing intertwining deliverable deadlines and timelines. Facilitate communication among senior leadership and major stakeholders. Provide strategic guidance for productivity and daily management of large-scale programs and projects.

- Construction Management team:
 - Ensuring all projects are completed on time per schedule
 - Maintaining all budgets
 - Maintaining a clean and safe workspace
 - Organizing all documents needed
 - Leazone between contractor and owner
 - Acquiring permits
 - RFP writing
 - Contract writing
 - Fee estimate calculations
 - Bid processes
- Other:
 - Knowledge of grant writing and requirements

2021-2022

Tri-C Line Construction High Voltage Apprentice

- Splicing cable
- Landing cable to switch gear
- Determining roatation
- Landing switch geat and grounding
- Setting poles
- Ground man and lineman work
- Experience in all basic High voltage needs

2020 - 2021

Turkey creek Golf Course Landscaper

- Mechanic work
 - Tractor repair
 - Mower repair
- Landscaping
 - Mowing lawns
 - Removing/cutting down trees
 - Irrigation install
 - Trimming plants and trees

Yolo County
Homeowner Rehabilitation Program Implementation Services
RFP#GSDRFPKK2329 Cost Proposal Form-Exhibit B

Item#	Description	Cost of Services
1	Activity Delivery	\$162,000.00
2	General Administration	\$77,500.00
3	Construction Management	\$0.00
Grand total		\$239,500.00

NOTE: CDBG considers construction management to be an Activity Delivery cost for owner-occupied housing rehabilitation projects. Construction management costs are included in Item #1 Activity Delivery.

County of Yolo
SIGNATURE PAGE-Exhibit D
Yolo County
Homeowner Rehabilitation Program Implementation Services

RFP#GSDRFPKK2329

The undersigned supplier hereby certifies that he/she has read the document in its entirety, understands the specifications, agrees to all instructions, terms, conditions, and addenda set forth in this request. Supplier further certifies that the prices and terms submitted for said product(s) and/or service(s) have been carefully reviewed and are submitted as correct and final, and shall be honored for the length of time indicated in the request.

All submittals must be manually signed in blue ink in the appropriate space below.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Thurmond Consulting, LLC
Company Name

Name: Scott Thurmond

2121 Natomas Crossing, Suite 200-288
Address

Title: Owner and Principal Consultant

Sacramento, CA 95834
City State Zip

Phone: (916) 416-0901

D. Scott Thurmond
Signature of Person Authorized to Sign

Fax: _____

D. Scott Thurmond
Printed Name

Email: scott@thurmondconsultingllc.com

Owner and Principal Consultant
Title

12/29/2023
Date

Exhibit "E"
Non-Collusion and Non-Conflict of Interest Statement
Yolo County

Homeowner Rehabilitation Program Implementation Services

RFP#GSDRFPKK2329

I, D. Scott Thurmond, am the
(Name)
Owner and Principal Consultant of Thurmond Consulting, LLC.
(Position Title) (Company)

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. Colluded, conspired, or agreed with any other person, firm, corporation, offeror or potential offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. Paid or agreed to pay any other person, firm, corporation, offeror or potential offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the offer of any other offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all offerors, so as to have an unfair advantage over other offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in decision-making of offers or other decision making process for this Solicitation, and, if Offeror is awarded a contract hereunder, no individual, agent, representative, consultant, subcontractor or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other offerors or would prevent Offeror from advancing the best interests of the County in the course of the performance of the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

12/29/2023
(Date)

D. Scott Thurmond
(Signature)

EXHIBIT F – EXCEPTIONS

Yolo County Homeowner Rehabilitation Program Implementation Services

RFP#GSDRFPKK2329

All County Contract requirements by section, subsection or numbered item for which Vendor has stated "Read and do not comply" are considered exceptions and must be documented in this form. Vendor may add additional rows to the table as necessary to include all exceptions taken. If no exceptions were taken, Vendor should write "No Exceptions" under the "Requirement(s) Section Number and Text" for Exception in row number 1.

Exception Number	Requirement(s) Section Number and Text	Describe the Nature of the Exception and Explain how Vendor's Response Still Meets the RFP Requirements
1	XIX. Audits - references to Circular A-133	Circular A-133 is no longer applicable to federally funded programs. Thurmond agrees to follow all requirements under 2 CFR Part 200.
2		
3		
4		
5		



 Signature of Person Authorized to Sign

Yolo County
Homeowner Rehabilitation Program Implementation Services
RFP#GSDRFPK2329
Anti Lobbying Certification

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Thurnond Consulting, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

D. Scott Thurmond

Signature of Contractor's Authorized Official

D. Scott Thurmond, Owner and Principal Consultant

Name and Title of Contractor's Authorized Official

12/29/2023

Date

EXHIBIT C

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

CONTRACTOR

By _____

Print Name/Title

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION
Business & Contract Services Branch**

2020 W. El Camino Avenue, Suite 130, 95833
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-6872
www.hcd.ca.gov



Gerardo Pinedo, County Administrator
County of Yolo
625 Court Street, Room 202
Woodland, CA 95695

Dear Gerardo Pinedo

**RE: County of Yolo
Contract No.: 21-CDBG-HA-00003**

Congratulations on your Community Development Block Grant (CDBG) Program Award. You have received your CDBG Standard Agreement, Exhibits A through E, in the Grants Network System:

A. Standard Agreement (STD 213 and Exhibits A thru E)

STD 213 - Cover page

Exhibit A - Authority, Purpose and Scope of Work

Exhibit B - Budget Detail and Payment Provisions

Exhibit C - State of California General Terms and Conditions - GTC 04/2017

Exhibit C is now incorporated by reference; please see the STD 213 for additional information.

Exhibit D – CDBG Program Terms and Conditions

Exhibit E – Program Application

B. For expeditious handling, please review the STD 213, sign and upload it into the Grants Network System. Do not mail or email the signed STD 213. Please follow the instructions below:

1. Review the entire Standard Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title, and date**, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.

3. Print and upload the signed STD 213 into the Grants Network System within 30 days from the date of this letter.
4. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
6. Maintain a complete electronic version of the STD 213 and Exhibits A through E for your pending file. **Note: The Standard Agreement is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Mamie Early, CDBG Program Manager, Federal Programs Branch, at (916) 263-1679 or email Mamie.Early@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

Amelia Stratton

Housing Representative II

cc: Janice Waddell, Branch Chief, Federal Programs Branch

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-CDBG-HA-00003

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTOR NAME

County of Yolo

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

Thirty-Six (36) Months from the Effective Date

3. The maximum amount of this Agreement is:

\$750,000

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions	04/2017
+ - Exhibit D	CDBG Program Terms and Conditions	24
+ - Exhibit E	Program Application	174

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Yolo

CONTRACTOR BUSINESS ADDRESS

265 Court St. Room 202

CITY

Woodland

STATE

CA

ZIP

95695

PRINTED NAME OF PERSON SIGNING

Jill Perez

TITLE

Assistant Chief Administrative Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

10/27/22

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-CDBG-HA-00003	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Department of Housing and Community Development (HCD)			
CONTRACTING AGENCY ADDRESS 2020 W. El Camino Avenue	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING Michael White	TITLE Contracts Manager		
CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>Michael White</i>	DATE SIGNED 11/17/2022		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)		

EXHIBIT A**AUTHORITY, PURPOSE AND SCOPE OF WORK****1. Authority & Purpose**

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the federal Community Development Block Grant Program for non-entitlement jurisdictions (hereinafter, "CDBG" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, California Health and Safety Code Section 50825, et seq., and the California State CDBG Program Guidelines in effect as of October 15, 2019, all as may be amended from time to time. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG -Community Development Block Grant Program. In accepting this conditional reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee applied, as identified in this document footer, the representations contained in the Grantee's application (the "Application") for this funding allocation, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. For activities funded outside of a NOFA, including activities funded through Program Income, and activities funded through Urgent Need, the Grantee agrees to comply with the terms and conditions of this Agreement, the representations contained in the Grantee's Application for activity funding, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Scope of Work

- A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E Sections I through IV, and the Application which is on file with the Department, and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application, and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with CDBG requirements. The Department

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 01/29/2021; Amended on 05/17/2021 and on 12/27/2021
Approved Date: 02/02/2022
Prep. Date: 08/02/2022

EXHIBIT A

reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

- B. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit B, and as detailed in Exhibit E, Section V, Budget Worksheet. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.
- C. Except for General Program Administration, grant activity(ies) must meet one of the following three CDBG National Objectives:
 - 1) Benefit to Low/Moderate Income Persons or Households,
 - 2) Urgent Need, or
 - 3) Elimination of Slums or Blight as defined in 24 CFR 570.483.

3. Effective Date and Commencement of Work

- A. This Agreement is effective upon approval by the Department as evidenced by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213.
- B. The CDBG Grantee agrees that no Work toward the implementation of the project activity or program activity, as identified in Exhibit E, Section I through V, shall commence without prior written authorization from the Department prior to the execution of this Agreement by the Department.

4. Term of Agreement and Performance Milestones

- A. Term of Agreement: With the exception of the Grant Closing Requirements set forth in Exhibit B, Section 6, the Grantee shall complete the grant activity and/or activities on or before 36 months (three (3) years) from the Department's execution date identified on the STD 213 of this Standard Agreement. Any

Program Name: Community Development Block Grant (CDBG)
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Prep. Date: 08/02/2022

EXHIBIT A

extensions beyond the 36 months will require the Department's approval and a contract amendment.

- B. Expenditure Deadline: All Program funds shall be expended no later than 36 months (three (3) years) from the final Department execution date of this Agreement as identified on the STD 213. All requests for funds must be submitted prior to the Expenditure Deadline.
- 1) Reporting Deadlines:
 - a) All activities except activities in support of new housing construction and activities in support of economic development must report final beneficiaries no later than thirty (30) days after the expiration of the Expenditure Deadline, unless otherwise indicated and explained in Exhibit E. Extensions for final reporting must be approved in writing by the Department.
 - b) For activities in support of new housing construction and economic development where housing units or jobs are dependent on off-site infrastructure development, the activity shall have an extended reporting term of two years (24 months) from the expenditure deadline to complete reporting of units constructed and occupied or jobs created or retained. Activities that do not meet the reporting deadline will be deemed ineligible and the Grantee will be required to repay all grant funds expended on the activity.
- C. Milestones: Grantee shall timely adhere to project milestones as established in Exhibit E, Section V.
- 1) Failure to Meet Milestones:
 - a) Failure to meet the first milestone identified in Exhibit E, Section V, is a material breach and will result in a for-cause termination of this Agreement. All funds, including program income, reimbursed for this activity prior to the termination shall be returned to the Department no less than thirty (30) days from the written notification of termination.
 - b) Failure to meet any given subsequent milestones identified in Exhibit E, Section V, may result in loss of program eligibility and will

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EXHIBIT A

restrict the Grantee from applying for additional CDBG funding until the activity is corrected and put back on schedule, or the activity is completed, or the activity is canceled.

- 2) Any milestone or deadline except the first milestone, the final activity report milestone, and the expenditure deadline may be revised administratively with the approval of the Department without incurring penalty, provided the revision request is received in advance of the original milestone due date.

D. Scope of Work Revisions and Amendments

- 1) Contract Revisions: Adjustments to the Scope of Work that do not require:
 - a) An increase or reduction of activity scope, a change in National Objective, or
 - b) A change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the Department prior to implementation. If approved, contract revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate.
- 2) Contract Revisions shall include but not be limited to:
 - a) Adjustments that:
 - i. Itemize the scope of work
 - ii. Revise milestone deadlines, except for first and last milestones; and/or
 - iii. Change the scope of work in a manner that does not change the overall budget, National Objective, or change type or reduce count of estimated beneficiaries.
 - b) Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without changing the overall budget.

EXHIBIT A

- 3) Contract Amendments: Adjustments to the Scope of Work that:
 - a) Require an increase or a reduced scope of work;
 - b) That change the National Objective, or
 - c) Change the type or reduces the number of beneficiaries assisted shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

 - 4) Contract Amendments shall include but not be limited to:
 - a) Adjustments that:
 - b) Add scope beyond what was included in the original application;
 - c) Reduce scope such that the activity is materially different from the original application, or
 - d) Reduce estimated beneficiary counts.
 - e) Adjustments that change the scope in a manner that requires a change to awarded activity budget, including adding funds from other State CDBG funded activities, adding Program Income, and reducing funds from either State CDBG awarded funds or Program Income.

 - 5) HUD Matrix Codes: If HUD changes an activity matrix code(s) or if there is an error in recording the activity code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.
- E. State CDBG Program Contract Management
- 1) Department Contract Manager: For purposes of this Agreement, the State CDBG Program Contract Manager for the Department is the Program Manager of the State CDBG Program in the Division of Federal Financial Assistance, or such person's designee. Written communication regarding this Agreement shall be directed to the State CDBG Program Contract

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Prep. Date: 08/02/2022

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Manager at the following address*:

State CDBG Program Contract Manager
Division of Federal Financial Assistance
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054
Ph: (916) 263-2711
Email: CDBG@hcd.ca.gov

**Due to the emergency telework policy in place for the State of California communications should be done electronically to ensure timely response.*

- 2) Contract Management: Day-to-day administration of this Agreement shall take place through the online grant management system, including but not limited to:
 - a) Financial Reports (Funds Requests);
 - b) Activity Reports;
 - c) Semi-Annual Reports;
 - d) Annual Reports;
 - e) Submittal of any and all requested supporting documentation;
 - f) Standard Agreement Revisions (non-material contract changes);
and,
 - g) Standard Agreement Amendments (material contract changes).
- 3) Grantee Contract Administrator: The Grantee's Contract Administrator (must be a Grantee employee) is identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile. Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

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Approved Date: 02/02/2022
Prep. Date: 08/02/2022

EXHIBIT A

- 4) Capacity to Contract: Contractor has the capacity and authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

- 5) Authority to Execute: Each person executing this Agreement represents and warrants to the Department that he or she is duly authorized to execute and deliver this Agreement on behalf of the Contractor, and that such authority is evidenced by a binding authorization. The person executing this Agreement, and the Contractor, acknowledge that the Department is materially relying upon the foregoing representation and warranty in agreeing to enter into this Agreement. In the event of a defect in any resolution submitted to the Department in connection herewith, then this provision shall be deemed satisfactory and admissible evidence of the authority of the signer to bind Contractor to this Agreement and Contractor shall remain fully bound to the terms hereof. In the event the Department determines in its sole discretion that a resolution submitted by the Contractor is deficient in any way, then within thirty (30) days of the Department's request, Contractor shall resubmit a new resolution which is satisfactory to the Department. Failure by the Contractor to timely provide such resolution to the Department shall constitute a default under this Agreement.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

- A. Budget Detail: The activity shall follow the budget as detailed in Exhibit E, Section V.
- B. Program Income: All Program Income is state administered CDBG funding and is subject to the same federal requirements for financial administration as open grant awards. Program Income, including both cash-on-hand and future projected receipts, if identified as a funding source for any given activity, must be included in the activity budget and must be substantially expended prior to drawing grant award funds. Program Income must be identified separately from grant funds in the activity budget and must be broken out into activity and general administration funding, as applicable. The Department will not encumber locally administered Program Income against NOFA grant funds in the state's accounting system. Only new grant awards made under a NOFA or in conjunction with an Urgent Need application will be encumbered in the state's accounting system.

Funding in this Agreement may include either or both:

- 1) the total new grant award from the NOFA to be encumbered by the Department from grand funds,
 - 2) total locally held Program Income to be included in the activity budget but that will **not** be encumbered by the Department. This Agreement is for the sum total of funds to be used in the activity including grant funds and Program Income, as applicable. Program Income receipts must be reported no less than quarterly.
- C. Other Non-State CDBG Funding Sources: The Grantee shall report on the value of other contributions included as leverage for each activity via the Financial Reports required for such activity. The Financial Reports shall be accessed through the online grant management system and are the reports which convey the information needed to complete financial transactions in HUD's

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Integrated Disbursement and Information System (IDIS).

2. Availability of Funds

The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of CDBG funds and continued federal authorization for CDBG activities, as well as the conditions set forth in Exhibit D, Section 33. The Department's provision of funding is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification or termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Eligible Costs

- A. No activity costs may be incurred, or funds reimbursed until the Grantee has documented compliance with the applicable National Environmental Protection Act (NEPA) requirements established in 24 CFR 50, 24 CFR 58, and 42 USC 4321, et seq.
- B. Allowable Costs: Allowable costs shall mean those necessary and proper costs under 2 CFR 200.400 through 475, and as identified in the Grantee's application and as detailed in Exhibit E, Section VI, and as approved by the Department unless any or all such costs are disallowed by the State of California or HUD. Allowable costs include necessary and proper activity and administration costs incurred prior to the execution of this Agreement. All costs incurred prior to the execution of this Agreement must be eligible to be considered allowable and suitable for reimbursement. Eligible costs must, at a minimum, be costs incurred according to the procurement requirements of 2 CFR 200.317, et seq. and be costs required for the activity in this Agreement to meet a National Objective.
- C. Priority of Funds: The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Grantee must disburse funds available from locally held funding CDBG grant resources such as, but not limited to Program Income,

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rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the grant award.

- D. **Withholding Funds:** The Department reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. Payments are contingent upon the Grantee's financial management system meeting the requirements of 2 CFR 200.302, and the internal control requirements of 2 CFR 200.303. Payment may be suspended or terminated, in whole or in part, by the Department in its sole discretion in the event of a default by Grantee.
- E. **Disencumbering Funds:** The Grantee agrees that funds determined by the Department to be surplus upon completion of the activity, or that have not been spent prior to the Expenditure Deadline will be subject to disencumbrance by the Department.
- F. **Indirect Costs:** If Grantee wishes to charge for indirect costs, the Grantee must develop an indirect cost allocation plan for determining the appropriate CDBG share of such indirect costs and submit such plan to the Department for approval prior to submission of requests for any payments for the indirect cost expenditures.
- G. **Pre-Agreement Costs:** Pre-Agreement Costs are eligible costs incurred prior to the award of funds as defined in Exhibit D, Section 1. Eligible Pre-Agreement costs as identified in Exhibit E, Section VI, Project Budget, may only be reimbursed upon the full execution of this Agreement and verification that the costs meet all eligibility criteria. Pre-Agreement costs may include both activity delivery and general program administration.

The Grantee agrees that any Pre-Agreement costs **not** previously identified in Exhibit E, Section V, Project Budget, will **not** be paid with CDBG funds.

4. **Method of Payment**

The Department will not authorize payments unless it has determined the costs incurred are in compliance with the terms of this Agreement. Funds requested through the

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Financial Reports must be for a minimum of \$1000.00 and be in whole dollar amounts, with the exception of the final funds request, which must be marked "Final". Payments will be issued to the agency identified on the Taxpayer Identification Form (TIN) provided by the Grantee to the Department.

- A. Reimbursements: The Department will reimburse the Grantee its allowable costs for the services identified in this Agreement in Exhibit E, Section V, upon presentation of invoices which Grantee certified are true and correct copies of payments due on behalf of the Grantee for the activity covered by this Agreement and made in accordance and compliance with Exhibit A, Scope of Work. The Grantee may not request reimbursements under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount documented as having been incurred.
- 1) To receive reimbursement for grant activities, including reimbursement for eligible Pre-Agreement costs, the Grantee must submit all Department required forms according to the applicable deadlines. Financial Reports and Activity Reports are due no less than quarterly, within 15 days of the end of the quarter. Financial Reports and Activity Reports may be submitted more frequently at the Grantee's discretion. Financial Reports shall include the level of documentation specified by the Department, including proof of expenditure, and proof of cost eligibility. Grantees must submit documentation supporting cost amounts and cost eligibility with each funds request as part of the Financial Report.
 - 2) Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a detailed description of work completed and an explanation of why no funds have been expended, and when anticipated date when funds will next be requested
- B. Advances: The Grantee must receive prior written approval from the Department before submitting an advance request. All advances are subject to the Department's consent, which may be given or withheld on its sole discretion. No advances will be issued prior to full Agreement execution.

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C. Final Payment Requests:

- 1) Grantees on the Reimbursement Payment System: All requests for final reimbursement must be submitted before the Expenditure Deadline referenced in Exhibit A, Section 4 of this Agreement.
- 2) Grantees on the Advance Payment System: The last advance payment must be submitted to the Department no later than sixty (60) days prior to the Expenditure Deadline of this Agreement.
- 3) Return of Unexpended Funds: All funds received by the Grantee but not expended by the Expenditure Deadline must be accounted for and returned to the Department within thirty (30) days after the Expenditure Deadline. Funds shall be returned in accordance with the current State CDBG Grants Management Manual. All returned funds will be disencumbered.
- 4) All Funds Not Previously Requested: If the final funds disbursement request for costs expended during the term of this Agreement has not been received by the Department before the Expenditure Deadline, and the Grantee has not requested an extension per Exhibit A Section 4, (Term of Agreement and Performance Milestones), the Department may disencumber any funds remaining and grant funds will no longer be available for the Grantee.

5. **Budget Revisions and Amendments**

Budget line-item adjustments may be made in accordance with the following:

- A. Budget Revisions: Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:
 - 1) Adjustments that reallocate funds between budget line items, including between General Administration funding, activity funding, and Program Income resources, including both Program Income cash on hand, and Program Income projected receipts, but that otherwise does not change the overall budget total, the scope of work, the National Objective, and

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type and count of estimated beneficiaries. Reallocations involving General Administration funding are subject to applicable General Administration caps identified in the Notice of Funding Availability.

- 2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing the overall budget.

Budget Revisions must be approved by the Department prior to implementation. Approval shall be provided either through the online grant management system, or in writing, as appropriate. If approved, Budget Revisions shall automatically be deemed a part of, and incorporated into, this Agreement.

- B. Budget Amendments: Adjustments to the Budget that result in an increased or a reduced total activity budget shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

6. Grant Closing Requirements

A. Expenditure Deadline:

- 1) All Program funds shall be expended no later than the Expenditure Deadline as defined in Exhibit A, Section 4. All requests for funds must be submitted prior to the Expenditure Deadline.
- 2) The Final Financial Report for the activity must be marked final and submitted before the Expenditure Deadline. Financial Reports submitted after the Expenditure Deadline will not be eligible for reimbursement.

Closeout Procedure: The Grantee must submit the following at the completion of the activity:

- I. A Final Activity Report that includes all required reporting data for the activity;
- II. A filed Notice of Completion (if applicable);

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III. Evidence, satisfactory to the Department, of compliance with any and all other Special Conditions of this Agreement as set forth in Exhibit E hereto; and,

IV. Pursuant to the Citizen Participation Requirements for the State's Annually Appropriated Federal Programs, Plans and Reports and the federal regulations at 24 CFR 570.486(a)(5), proof of publication of public hearing/meeting held during or at completion of the CDBG funded activity in which the Grantee describes the accomplishments of the activity and confirms that the activity is complete.

If the Grantee identified an extended reporting period will be required to meet the National Objective for the activity in the Application, the above closeout requirements shall be submitted upon the completion of the activity, or within twenty-four (24) months after the Expiration Deadline, whichever comes first. If no extended reporting period is required, the above closeout requirements shall be submitted within thirty (30) days after the Agreement's Expenditure Deadline. Upon receipt of the above documentation, the Department will close out this Agreement and finalize the activity in IDIS for final reporting to HUD.

B. Ongoing Reporting: Grants that have been closed may, as applicable, have continued reporting requirements, including Program Income reporting, performance reporting, beneficiary reporting, asset reporting, and other federally required reports as identified in Exhibit D, Section 22.

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CDBG PROGRAM TERMS AND CONDITIONS

Federal Grant Identification

HUD Grant No.: B-21-DC-06-0001

CFDA Number: 14.228

Date HUD Grant Agreement Signed: 09/03/2021

2020-2021 Annual Action Plan January 2021 Substantial Amendment

1. Definitions

- A. "Activity" means one of the following HUD eligible activities as per 42 U.S.C. 5305.
- 1) Acquisition (§ 5305 (a)(1))
 - 2) Public Improvements (§ 5305 (a)(2))
 - 3) Public Facilities (§ 5305 (a)(2) and (5))
 - 4) Code Enforcement (§ 5305 (a)(3))
 - 5) Housing Rehabilitation (§ 5305 (a)(4))
 - 6) Public Services (§ 5305 (a)(8))
 - 7) Planning and Technical Assistance (Section 105(a)(12), (14) and (19))
 - 8) Business Financial Assistance (§ 5305 (a)(17))
 - 9) Microenterprise Assistance (§ 5305 (a)(22))
 - 10) Homeownership (§ 5305 (a)(24))
- B. "Activity Budget" means the budget included in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.
- C. "Activity Delivery" (AD) means any reasonable and necessary costs that are not directly related to labor and/or direct construction and/or direct activity implementation costs. The Grantee may expend up to the indicated AD as identified the NOFA that is associated with this Agreement or any relevant CDBG Management Memo. CDBG funds for AD cannot be drawn down unless CDBG

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activity costs have previously been drawn down or are being drawn down on the same funds request.

- D. "Activity Reports" are the activity reports that must be submitted at least quarterly that describe program or project progress and/or beneficiaries served during a given reporting period.
- E. "Department" means the California Department of Housing and Community Development.
- F. "Funds Request" is also identified as a Financial Report and refers to the forms and processes required to request the drawdown of CDBG funds. Funds disbursements must be completed no less than quarterly for each open activity, including Program Income funded activities.
- G. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. 5305(a)(13).
- H. "Grantee" means the jurisdiction that applied for CDBG funding and has legal authority to sign this Agreement and commit to compliance with all federal requirements regarding the administration of federal funds, as identified in 2 CFR 200.
- I. "Pre-Agreement Costs" are pre-award costs as defined at 2 CFR 200.458 and 24 CFR 570.489(p) and are costs that are eligible per 2 CFR 200.400 et.seq. that have been itemized on the approved activity budget as identified in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail and Payment Provisions.
- J. "Program" means an eligible activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.
- K. "Program Guidelines" means the CDBG Program Guidelines adopted in October 2019 that replaced the California state regulations regarding the operation of the State CDBG program, as per Health and Safety Code 50826.1(a) that states that the regulations are repealed upon adoption of guidelines.

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- L. "Program Income", as defined in 24 CFR 570.489(e), means gross income received by the Grantee that is directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.
- M. "Project" means eligible capital improvements to public facilities, infrastructure, assets, and right-of-way. Projects may also include eligible capital improvements to privately owned facilities, infrastructure, and assets that serve the public or that provide a public good, including shelters, community-based facilities, and utilities.

2. Eligible Activities

Grantee will only use funds under this Agreement for the activity identified in Exhibit E. All activities must be eligible CDBG activities as authorized under 42 U.S.C. 5305 and 24 CFR 570.482.

3. National Objectives

Grantee will only use funds in support of the National Objective identified in in Section I of Exhibit E. All CDBG funded grant activities must meet a National Objective as defined in 42 U.S.C. 5304(b)(3), as amended, and 24 CFR Part 570.483.

Real Property acquired in whole or in part with CDBG funds must be used to meet the same National Objective for which it was purchased for no less than five years from the date of acquisition. The Department may require a Use Restriction Agreement be recorded against real property acquired or improved in whole or in part with CDBG funds.

4. Termination and Remedies for Noncompliance

Awards as secured by this Agreement may be terminated by the Department in whole or in part as per federal regulation at 2 CFR 200.339. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.340.

- A. Termination without Cause: Agreements may be terminated without cause in

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whole or in part by the Department **only** with the consent of the Grantee. In the case of a whole agreement termination, the two parties shall agree upon termination conditions, including the effective date. In the case of partial termination, the two parties shall agree upon termination conditions, including the portion to be terminated and the effective date.

- B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR 200.339(b).
- 1) The Department may initiate remedies for noncompliance as identified in 2 CFR 200.338 at any time it has been determined that the Grantee is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination.
 - 2) Prior to terminating this Agreement for cause or noncompliance, the Department shall submit written notice specifying noncompliance and/or specifying the event or events that if not cured would constitute an event of default. The Department's written notice shall identify remedies for cure. Grantee shall have thirty (30) calendar days from receipt of notice to fully cure. This period may be extended at the Department's discretion for a reasonable period of time if the Grantee is acting in good faith to cure the noncompliance or cause. Any extension of the cure period must be communicated in writing by the Department.
 - 3) The Department's remedies for Grantee's noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere may include, as appropriate:
 - a) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.

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- c) Wholly or partly suspend or terminate the current award for the Grantee's program or project, as applicable.
 - d) Withhold further and/or future awards of CDBG funds.
 - e) Request that HUD initiate federal suspension debarment proceedings.
 - f) Take other remedies that may be legally available, including, but not limited to:
 - (g) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed, including General Administration, Activity Delivery, and any and all Program Income, as appropriate.
- 4) In taking an action to remedy noncompliance, the Department will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved as per 2 CFR 200.341.
- C. Effects of Suspension and Termination: Grantee costs resulting from obligations incurred by the Grantee or any of the Grantee's contractors, subrecipients, or subgrantees during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR 200.342. Termination and remedies for noncompliance identified in this Section do not preclude a Grantee or any of the Grantee's contractors, subrecipients, or subgrantees from being subject to non-procurement debarment and suspension requirements at 2 CFR 2424. CDBG funds may not be provided to excluded or disqualified persons pursuant to 24 CFR 570.489(l).
- D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.

5. **Severability**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the

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Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

6. Waivers

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

7. Uniform Administrative Requirements

The Grantee, its agencies or instrumentalities, and Subgrantees shall comply with the policies, guidelines and Administrative Requirements of 2 CFR Part 200 et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds.

- A. Single Audit Compliance: Funds will not be disbursed to any Grantee identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Administrative Requirements is demonstrated to the satisfaction of the Department.
- B. Accounting Standards: Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300 et seq, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

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- C. Suspension and Debarment: By executing this Agreement, Grantee verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

8. Compliance with State and Federal Laws and Regulations

- A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the CDBG program.
- B. Grantee shall comply with the requirements of the Housing and Community Development act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) §5301 et. seq., and Subpart 1 of the Federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) 570.480 et seq., the Housing and Urban Development (HUD) regulations concerning State administered Community Development Block Grants, 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 200, and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

9. Affirmatively Furthering Fair Housing

Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C 2000a, et seq.), and the Fair Housing Act (42 U.S.C. 3601, et seq.), according to 42 U.S.C. 5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).

10. Equal Opportunity Requirements and Responsibilities

Grantee agrees that it undertakes hereby the same obligations to the Department that the Department has undertaken to HUD pursuant to the Department's CDBG certifications. The obligations undertaken by Grantee include, but are not limited to, the obligation to comply with all applicable federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

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- A. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public;
- B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended, Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) prohibiting discrimination in housing, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil rights laws for jurisdictions receiving federal funding; Section 104(d) regarding relocation and displacement and Section 109 of Title 1 of the Housing and Community Development Act of 1974 prohibiting discrimination in CDBG funded programs, as amended; Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;
- C. The Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

11. Relocation, Displacement, and Acquisition

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all

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real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

12. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3):

The Grantee and any of its Subrecipients and/or Contractors shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. The responsibilities outlined in 24 CFR Part 75.19 include:

- A. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of \$100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments

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under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

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- C. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in 24 CFR Part 75.25(b), as appropriate, to reach the goals set forth in 24 CFR Part 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.
- D. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

13. Environmental Compliance

- A. Grantee shall comply with the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.) requirements as they apply to this project. CEQA reviews and determinations are the responsibility of local agencies and shall be administered by the Grantee as applicable.
- B. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq., as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.
- C. Grantee shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401, et seq.
- D. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.
- E. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- F. Grantee shall comply with the requirements of the Residential Lead-Based Paint

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- Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.
- G. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
- H. Grantee shall comply with all National Environmental Protection Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR 1500 – 1508. Grantee shall not receive authority to incur activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.
- I. This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Grantee of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any

EXHIBIT D

funds to the project is conditioned on the Grantee's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Grantee will not receive appropriate notice to proceed until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

14. Procurement

The Grantee shall comply with the procurement provisions in 2 CFR Part 200.317 – 200.326, Procurement Standards, as well as all other Administrative Requirements for Grants and Cooperative Agreements to state, local and federally recognized Indian tribal governments as set forth in 2 CFR 200, et al, as applicable.

15. Procurement of Recovered Materials

- A. Grantee and the Grantee's contractors shall comply with Section 6002 of the Solid Waste Disposal Act of 1965, as amended by the Resource Conservation and Recovery Act. The Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines that such items:
- 1) are not reasonably available in a reasonable period of time;
 - 2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - 3) are only available at an unreasonable price.
- B. This clause shall apply to items purchased under this Agreement or subsequent contract where:
- 1) the Contractor purchases in excess of \$10,000.00 of the item under this Agreement; or
 - 2) during the preceding federal fiscal year, the Contractor:
 - a) purchased any amount of the items for use under a contract that

EXHIBIT D

was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and

- b) purchased a total of in excess of \$10,000.00 of the item both under and outside that contract.

16. Contracting and Labor Standards

- A. Grantee shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over \$2,000.00.
- B. Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.
- C. Grantee shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

17. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. 3141, et seq. (as

EXHIBIT D

amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.

- C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.
- D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.

18. Contractors and Subrecipients

- A. Grantee shall comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
- B. Any agreement between the Grantee and any contractor or subrecipient shall include the terms and conditions in Appendix II of 2 CFR 200.
- C. Grantee shall ensure that any contract or subrecipient agreement includes clauses requiring the maintenance of workers' compensation insurance, as applicable, as well as general liability insurance. Contract or subrecipient agreements must require that the Grantee is notified in the event that any required insurance is canceled, expired, or otherwise invalidated during the

EXHIBIT D

performance period of the contract or subrecipient agreement.

- D. Grantee shall require that contractors and subrecipients comply with the Drug-Free Workplace Act of 1988.

19. Requirements for Economic Development Activities

- A. Public Benefit Standards for Economic Development Activities: Per 24 CFR 570.482 (e) (f), (g) and 570.483(b)(4), the Grantee must comply with federal underwriting standards and must meet the public benefit standards for all CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of public benefit standards is mandatory.
- B. Anti-Job Pirating Certification: Pursuant to 24 CFR 570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

20. Rights to Inventions Made Under a Contract or Agreement

Grantee shall comply with and require the following in contracts and subrecipient agreements: If a Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulation issued by the awarding agency.

21. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance or additional assistance; or,

EXHIBIT D

- B. Securing any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations or Program Guidelines with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

22. Reporting Requirements

- A. Requirements: During the term of this Agreement, the Grantee must submit all CDBG program reports required by the Department, including quarterly activity, financial, and Program Income reports, semi-annual labor and compliance reports, annual performance reports, and other reports required by the Department or HUD. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Grantee's performance under this Agreement will be evaluated in part on whether it has submitted the reports on a timely basis.
- B. Reporting Period: Grantee shall submit reports quarterly, and as required for semi-annual and annual reports, and shall continue to submit reports until such time that the activity is complete, a National Objective has been met and beneficiaries have been identified. The reporting period for this activity may extend beyond the Expenditure Deadline as defined in Exhibit A.
- C. Final Reporting Deadline: Grantee shall complete all required reporting for this activity no later than thirty (30) days after the Expenditure Deadline, unless the nature of the activity requires more than thirty (30) days as indicated in Exhibit E. Extensions for final reporting must be approved in writing by the Department. Grantee shall complete all required reporting for this activity no later than five (5) years from the execution date of this Agreement as identified on the STD 213.
- D. Asset Reporting: Grantee shall report annually on the status of all assets (real and personal property, equipment, and vehicles) purchased in whole or in part with CDBG funds for no less than five years from the completion of the activity that generated the asset. Reporting shall continue until the property is disposed, fully depreciated, or, in the event of real property, the five-year commitment to a

EXHIBIT D

National Objective has been completed.

23. Fiscal Controls

Grantee shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Grantee shall establish and maintain such fiscal controls and fund accounting procedures as required by federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursement of, and accounting for, funds paid to the Grantee under this Agreement.

- A. **Deposit of Funds:** Grantee shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG funds. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of \$100.00 per year (which may be retained for related administrative expenses) must be returned at least quarterly to HUD via the Department. Deposits in minority banks are encouraged.
- B. **Fund Management:** Grantee shall deposit funds in an account requiring two signatures for disbursement and shall submit to the Department specimen signatures for all authorized signatories prior to receipt of funds;
- C. **Fiscal Liability:** Grantee shall be liable for all amounts which are determined to be due by the Department including, but not limited to, disallowed costs which are the result of Grantee's or its contractor's conduct under this Agreement. Grantee shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.
- D. **Fiscal Records:** All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 25 of this Agreement.
- E. **Program Income:** Any and all Program Income received by Grantee during the administration of this Agreement must be receipted and deposited into a separate Program Income account. Program Income funds may not be comingled with CDBG grant funds in a single account.

EXHIBIT D**24. Reversion of Assets**

Upon expiration of this Agreement, Grantee shall transfer to the Department any CDBG funds, excluding Program Income, in Grantee's control at the time of expiration. Further, any real property under Grantee's control that was acquired and/or improved in whole or in part with CDBG funds (including CDBG funds provided to the Grantee in the form of a loan and Program Income) in excess of \$25,000.00 shall be either:

- A. Used to meet one of the National Objectives in 24 CFR Part 570 until five (5) years after expiration or closure of this Agreement, the length of time to be further prescribed by mutual agreement of the parties.
- B. Disposed of in such manner that Grantee is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition and/or improvement of such property. The proceeds from such disposition is Program Income.

If the Grantee provides funds for the purchase or improvement of real property to a subrecipient that is a private non-profit organization, that subrecipient must further agree to a voluntary lien on above-referenced real property as to any CDBG funds received and that such lien will be notarized and recorded in the Office of the County Recorder where the real property is located.

25. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the CDBG grant no less than once during the thirty-six (36) month expenditure period of this Agreement. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department to maintain program eligibility.

Grantees and applicable subrecipients shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HCD contract has been closed according to the record retention requirements at 2 CFR 200.333.

Grantees and applicable subrecipients shall permit the State, federal government, the state Bureau of State Audits, the Department, and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts,

EXHIBIT D

documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

26. Inspections of Grant Activity

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.

- A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.
- B. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

27. Signs

If the Grantee places signs stating that the activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

28. Insurance

- A. The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability

EXHIBIT D

and workers compensation insurance, from all contractors and subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded through this award, the Department must be listed as an additional insured on the declarations page of the policy.

- B. Additional Coverages. In the event that Grantee, and/or any of its Subrecipients or Contractors, will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement and shall be imposed on any Subrecipient and/or Contractor pursuant to the Subrecipient Agreement or Contract. For purposes of the provision, the term "Hazardous Activity" includes the following: (a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline, (b) the removal, storage, or transportation of lead-based paint, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities and shall provide adequate written proof thereof to the Department. No Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department.

29. Anti-Lobbying Certification

Grantee shall comply with and require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making

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or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for such failure.

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

30. Conflict of Interest

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, including members and delegates to the Congress of the United States may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

31. Obligations of Grantee with Respect to Certain Third-Party Relationships

Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or

EXHIBIT D

any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)]. **Energy Policy and Conservation Act**

32. This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). **State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03):**

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:
- 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 - 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
 - 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
 - 4) The Department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 01/29/2021; Amended on 05/17/2021 and on 12/27/2021
Approved Date: 02/02/2022
Prep. Date: 08/02/2022

EXHIBIT D

- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.

- C. California Government Code § 8546.4(e) provides that State agencies receiving federal funds shall be primarily responsible for arranging for federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain federally required financial and compliance audits.

Applications: County of Yolo Housing Rehabilitation Program

EXHIBIT E

Award Number

21-CDBG-HA-00003

PO Number**Profile**

Mindi.Nunes@yolocounty.org

Section I

Activity Category

Programs

Activity (Programs)

14A Rehab: Single-Unit Residential

National Objective (H)

(LMH) Low/mod housing benefit

Section II

Measure Indicator (H)

Housholds/Housing Units

Detailed information on performance measurements can be located in HUD's Basically CDBG manual Chapter 13:
<https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf>

Number of Beneficiaries

6

Please indicate the proposed number of beneficiaries of this activity:

LMA- Number of LMI persons in service area that will benefit.

LMC- Number of LMI persons that will benefit

LMH- Number of households that will benefit

LMJ- Number of jobs created/retained

Presumed Benefit Types

Elderly Persons, Migrant Farm Workers

Additional Benefit Types

Youths, Single Adults, Families, Veterans

Section III

Organization Name

County of Yolo

Project/Program Census Location

The Census information in this section will be used for legislative and congressional district tracking. Please use the Census information of your primary facility or the designated address of the responsible organization. If you are doing a LMA activity, you will be asked to provide additional Census information specific to your service area. It is ok if the information is duplicative.

Use the HUD LMSI mapping tool located at <https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd> to gather the required census tract information as identified by the address below. For instructions on using the mapping tool visit: <https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd>

County Code

113

Census Tract

010800

Census Block Group(s)

02

Does this activity occur on more than one Census Tract and Block Group?

No

Address

625 Court St. Room 202, Woodland, Ca. 95695

Section IV

Activity Project/Program Title

County of Yolo Housing Rehabilitation Program

Activity Address, Building Number:

will vary-unincorporated Yolo County

Activity Address, Street Name:

will vary-unincorporated Yolo County

Activity Address, Suite Number:

will vary-unincorporated Yolo County

Activity Address, City:

will vary-unincorporated Yolo County

Activity Address, State:

California

Activity Address, Zip Code:

95,627

Enter a detailed description of your activity which should include at a minimum: what the activity is, why it is needed, who the beneficiaries will be, where will it take place, how it will be done and when it will be complete. This should be a similar description provided for the NEPA. Additionally, please indicate if this will be a new activity, a modification to an existing activity, or if a new type of assistance will be added to an existing activity.

By completing the narratives below the applicant is demonstrating a knowledge of need for the activity and the steps needed to achieve the desired outcome.

Activity Description

The County has received past HR awards dating back to 1983 through the California Department of Housing and Community Development (HCD) Community Development Block Grant (CDBG) Program. These funds aided the County in developing a HR Revolving Loan Fund Program (now defunct) where many households were assisted. In the last decade, the County has assisted ten households with assistance.

The mission of the Yolo County Housing Rehabilitation Program is to improve the quality of life for our residents; contribute to the stability of neighborhoods by eliminating blight; and ensure durable and sustainable housing while providing low-income families with safe, secure, and affordable homes. The goals are: preserving and creating Affordable Housing, removing unsafe or unhealthy property conditions, helping seniors age in place, and promote neighborhood stability to stay and invest in their homes.

This is accomplished by analysis of revitalization impacts, type and extent of repairs based on conditions of the housing stock and impacts we see, along with program standards. The program will be uniformly marketed and available throughout the unincorporated area of Yolo County and targeted to low-income single-family and manufactured home owner-occupied households or for units occupied by low-income tenants of owner-investors. The County Administrator's Office (CAO) manages the awards and program income (received through paid loans) from the state and acts as a lender to qualified households. We plan to serve up to six households which will average approximately \$87,000 per household. Construction costs are rising, therefore we are estimating a smaller number of households, so all deficiencies can be corrected in each household without running out of funds.

A web-based application will be available on the County website in English, Spanish and Russian. Income Qualification and loan/grant underwriting will be completed for each household. The ranking of primary project considerations are: health and safety, performance and durability, life cycle cost, affordable operating cost, balanced initial cost, environmental impact, historically sensitive exteriors. Using a set of standards, staff will be guided for decision-making about prioritizing the work to be completed based on Program Guidelines, applicable laws and regulations, green standards, and categories of standards in some priority order, such as: health and safety hazards in deteriorated housing; habitability; site issues; exterior building surfaces; foundations and structure; windows and doors; roofing; insulation and ventilation; interior standards; electrical issues; plumbing system; HVAC; and appliances. Staff will work with the family and their chosen contractor for work to be approved, completed and inspected.

The County's Housing Program Guidelines were last updated in August 2019. The County has an interest list that has been maintained since 2016 with eleven households listed currently. Staff will review Housing Element for current needs. In 2019, the County conducted rural outreach meetings in the unincorporated areas for input on needs. Housing rehabilitation was high on the needs list based on responses. Beneficiaries will be chosen based on Program Criteria, urgency of repairs (health and safety first) and possible and lack of available financial or family resources to accomplish the repairs. marketing and recruitment in these small, rural areas requires more creative methods, as there are less local newspapers and means to get the word out. Flyers posted at the Post Offices (no one has mail delivered to their homes-they must pick up) is the most effective communication method. Others are listed below in task narrative. Tracking of all applicants will be managed electronically on spreadsheets with pertinent required data per HCD. The County is experienced in what documents and files must be kept to submit for monitorings and audits.

Yolo County Housing (YCH) will manage the program on behalf of the County through an Intergovernmental Agreement which has been in place for many years. YCH has managed all of the County's CDBG and HOME funded projects over the years, including the most recent Westucky Water & Sewer Replacement/Housing Rehabilitation Project. YCH has the experience to provide the construction management and/or potential labor compliance but with the management of six project sites, other collaborators such as potential consultants may be procured to assist. We will also collaborate with counseling agencies, non-profits legal services, and title companies & qualified pool of contractors and inspectors. The Program is ready to begin upon award approval from HCD. The six chosen properties will be chosen and completed on a rolling basis through the end of the HCD contract period.

Provide a detailed narrative describing the steps to be taken to complete the activity. (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback... etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

Detailed Scope of Work - Task Narrative

- 1) Development of Program Policies, Procedures, Guidelines, Application, Marketing Plan, and Marketing Materials.
- 2) Assess in-house/consultant/subrecipient staffing capacity/recruitment for qualified pool of contractors and inspectors, counseling agencies, non-profits, legal services, and title companies. Create RFP, Bid Packet, Subrecipient Agreements, Consultant Agreements as necessary.
- 3) Program Set up-Create flyers, brochures, application packet, website and email and call center set up, translation services for written materials and calls/emails, income qualification calculation sheets & checklists, underwriting calculation sheets and checklists, project tracking checklists, beneficiary agreement
- 4) Marketing/Outreach-Create marketing plan by rural communities for dissemination of information via social media, newspapers, community and governmental committees, emails, postings in public places/post office, inform local resources such as fire depts/sheriff's dept/libraries/stores/churches and County-wide non-profits.
- 5) Applicant Coordination- Application intake, communication methods in writing and orally, missing/complete documentation, applicant status updates, possible relocation efforts
- 6) Eligibility Review- eligibility screening/review, selection methodology of applicants, verification of documents & duplication of benefits check, income qualification, property title/proof of ownership, property tax/insurance verifications, underwriting, award determination
- 7) Environmental Review- complete and receive clearance prior to expending any funds.
- 8) Beneficiary Agreement-Develop a written agreement with scope of work and program requirements. Develop Deed restrictions, loan documents and legal recordation as needed.
- 9)Construction Management-coordinate and review appraisal, lead based paint testing, initial property inspections, architectural, engineering and construction plans & specs development, assist with appraiser, architect, engineer, LBP Company, construction contractor, etc procurement and contract development. Review work write ups, cost estimates/reasonableness for construction. Monitoring of contractors and homeowners, construction progress and punch list, final property inspection, permit sign off, certification of completion, owner acceptance, progress payments, final payment, warranties, retainage. Labor Compliance, Davis Bacon, Section 3 requirements, other federal requirements.
- 10) Reporting, Compliance, Monitoring & Close Out-Meet a national objective, income requirements, CDBG set up and close out processes, budgeting and financial management, HCD monthly, quarterly and annual reporting progress and finance, record keeping/ file maintenance for program and for each household served, documentation of denied applicants with reason, procurement documentation, environmental review documentation, ongoing monitoring and compliance requirements per HCD.

Provide a detailed narrative of the measurable objectives for the project and how they will be achieved and measured based on the activity. (i.e. will provide quarterly reports to HCD; will maintain accurate and complete procurement files, will submit feasibility study to Board of Supervisors.... etc.)

Detailed Scope of Work - Deliverable Narrative

- 1) Adopt Program Policies, Procedures, Guidelines, Application, Marketing Plan, and Marketing Materials. Upload to application.
- 2) Execute and sign RFP, Bid Packet, Subrecipient Agreements, Contractor Agreements, Consultant Agreements. Upload to application.
- 3) Approve and utilize flyers, brochures, press releases, application packet, income qualification calculation sheets & checklists, underwriting calculation sheets and checklists, project tracking checklists, beneficiary agreement, beneficiary loan documents. Upload to application at quarterly activity reporting.
- 4) Track program marketing and outreach on spreadsheet. Upload to application at quarterly activity reporting.
- 5) Track applicant intake, documents submitted, status updates ,etc on spreadsheet. Upload to application at quarterly activity reporting.
- 6) Maintain accurate and complete files for each approved applicant with applications and back up documents, income qualification, site plans, cost estimates, property documents, contractor agreements, permits, certificate of completion, financial tracking, all communications, beginning, progress and final project photos. Can't upload but will give status updates at quarterly activity reporting.
- 7) Get HCD approval for each Environmental Review. Upload final documents to application.
- 8) Execute and sign Beneficiary Agreements, Deed restrictions, loan documents and legal recordation as needed. Upload final documents to application.
Submit project close out documentation for each household when project is completed to HCD
- 9) Execute all construction documents, weekly project notes/minutes, labor compliance, payments and reporting. Upload documents to application.
- 10) Execute close out activities/documents. Upload to application.

Section V

Certain activities will need more than 30 days after the expenditure deadline to complete beneficiary reporting, for example; reporting for activities that are in support of housing or economic development where it is likely that there will be a time gap between completion of the activity and reportable beneficiaries.

Will you need more than 30 days after the expenditure deadlines to complete your activity reporting?

No

Do you want to add additional optional milestones?

Yes

If you select YES, please provide each milestone for the project as well as the anticipated completion date. There are spaces for 10 milestones however only the first and last are mandatory. The first milestone is the proposed activity start date and the last milestone is the proposed notice of completion or completion date of the activity. Additional milestones are optional. Milestones provided in this section will become part of the Standard Agreement

Milestone #1

Activity Start-Must be completed no later than 60 days after execution of the STD213

Milestone #1 must be completed no later than 60 days after execution of the STD 213

Milestone #2 (optional)

Milestone #3 (optional)

Milestone #4 (optional)

Milestone #5 (optional)

Milestone #6 (optional)

Milestone #7 (optional)

Milestone #9 (optional)

Confirmation of Closeout - Milestone #10

Must be completed no later than 90 days after confirmation of closeout

Milestone #10 must be completed no later than 90 days after confirmation of closeout

Readiness Criteria

Do you have guidelines for your program?

Yes

Are guidelines adopted or draft?

Adopted

Please upload adopted or draft guidelines.

Yolo County CDBG Housing Rehab Guidelines Adopted 4. 2019.pdf

Do you have a marketing plan?

Yes

A good marketing plan should include the program's target beneficiaries (i.e characteristics of persons and/or housing stock in the service area) and how there is a need for the activity to support those beneficiaries, how they will be reached, what other organizations may be providing the same services and how beneficiaries will benefit from your program. The marketing plan needs to include a description of how Fair Housing and Equal Opportunity and Limited English Proficiency (LEP) requirements will be met.

Select all applicable components of your marketing plan

Fair housing protections, Anti-discrimination plan, Target population analysis

Upload Marketing Plan

HR Guidelines & Scoring Sheet.pdf

Do you have HUD compliant loan underwriting requirements?

Yes

Select all applicable components of your underwriting requirements

Acceptable property criteria, Income qualification criteria, Loan to value standards

Upload Underwriting Requirements

HR Guidelines & Scoring Sheet.pdf

Do you have a loan servicing plan?

Yes

Select all applicable components of your loan servicing plan

Loan default clauses, Long term servicing obligations, Loan transfer requirements

Loan Servicing plan

HR Guidelines & Scoring Sheet.pdf

Is this a new program, additional program type, or program that has not been in continuous operation?

Yes

Upload supporting documentation for Need/Demand

Need Documentation.pdf

The Subrecipient Agreements must meet the requirements of 24 CFR §570.503: <https://www.law.cornell.edu/cfr/text/24/570.503>. Contracts must be in compliance with 2 CFR §§200.317-200.326: <https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7> Contracts should include language required in Appendix 2 of 2 CFR 200: https://www.law.cornell.edu/cfr/text/2/appendix-II/topart_200

Do you have a signed agreement with a contractor/subrecipient?

Yes

Supporting Documentation

Combined Agreement Through Amendment 4.pdf

Please include a narrative describing your staff and/or contractor/subrecipient expertise

Yolo County has had a written Intergovernmental Agreement with Yolo County Housing since 2014. YCH manages and administers the County's Housing Programs (including all HOME, CDBG, CARES/Treasury funds, USDA & HPG), Loan Portfolio Management, some Economic & Community Development Programs, Grant Writing, Grants Management, Project and Program Management, Construction Management, Labor Compliance, Underwriting, Long Term Project Monitoring, Rental Inspections, Tenant Based Rental Assistance Program and First Time Home Buyer Program. Oversight of YCH work is performed by Assistant County Administrator, Mindi Nunes, who has 25 years of Governmental Experience. Staff at YCH are Colleen Brock, Senior Management Analyst, who has been the primary manager of the County work under the agreement for the last 6 years and over 30 years of experience as a Social Services Non-profit Executive Director. YCH Interim CEO, Sandra Sigrist, has over 30 years of experience as a Social Services Non-profit Executive Director and many years as the County Director of Health and Human Services which also oversees Homeless Programs in the County. An additional Management Analyst, Cristina Brambila, has just transferred to the Grants Management Team from YCH Residential Services after 16 years managing YCH Affordable Housing Rental Properties. The County/YCH team above will be managing this program if funding is granted. Other resources may be contracted out as analysis of time and project overlap impact the team.

To meet eligibility requirements applicants must have at least one of the following four documents. Plans that have been approved for other funding organizations are acceptable. ##### Program Guidelines- (NOTE: For all housing loan and economic development programs DRAFT program guidelines are mandatory). A grantee must develop and follow a detailed plan which details the rules and regulations under which the program will operate.##### Activity Implementation Plan- An implementation plan is the document that you use to define your implementation strategy. It outlines the activities and decisions necessary to turn the strategic goals into reality, and the execution plan is a schedule of concrete actions and activities to achieve goals and drive success.##### Strategic Plan- A document that articulates both the decisions made about the organization's goals and the ways in which the organization will achieve those goals. ##### Operating Plan- An operating plan can be defined as a plan that clearly defines actions it will take to support the strategic objectives and plans of upper management.

Do you have adopted:

Program guidelines

Upload your adopted program documentation

Reso-PHN and HR Guidelines 4.2019.pdf

Have you enacted limitations on residential construction other than establishing agricultural preserves or limitations based on health and safety needs?

No

View Budget Worksheet

<https://portal.ecivis.com/#/peerBudget/D9C74677-675C-4683-A34D-03300934B4B1>

View Application Goals

Average Score

358.00

Application Goals

View Application Goals

<https://portal.ecivis.com/#/peerGoals/C3EDE459-0AE2-4378-8268-61728A8A378D>

of Reviews

1

of Denials

0

Original Submission Date (for re-submissions)

Applications: File Attachments

Please upload adopted or draft guidelines.

Yolo County CDBG Housing Rehab Guidelines Adopted 4. 2019.pdf

Upload Marketing Plan

HR Guidelines & Scoring Sheet.pdf

Upload Underwriting Requirements

HR Guidelines & Scoring Sheet.pdf

Loan Servicing plan

HR Guidelines & Scoring Sheet.pdf

Upload supporting documentation for Need/Demand

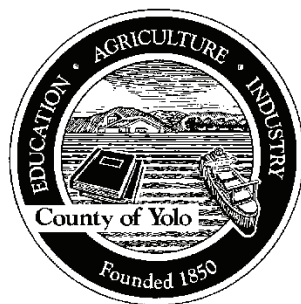
Need Documentation.pdf

Supporting Documentation

Combined Agreement Through Amendment 4.pdf

Upload your adopted program documentation

Reso-PHN and HR Guidelines 4.2019.pdf



County of Yolo

Community Development Block Grant Program

Housing Rehabilitation Program Guidelines

Adopted April 9, 2019

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COUNTY OF YOLO COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION PROGRAM GUIDELINES

The County of Yolo Housing Rehabilitation Program, funded by State Community Development Block Grant (CDBG) Program, is designed to expand the supply of decent, safe, sanitary and affordable housing; to correct health and safety hazards in deteriorated housing; and to extend the useful life of existing housing units. Loans and grants are available to achieve cost effective repairs for low-income owner-occupied homes or for rental units occupied by low-income tenants of owner-investors within the unincorporated areas of Yolo County. Yolo County is hereafter referred to as Lender.

1) FAIR HOUSING

This program will be implemented in ways consistent with the Lender's commitment to Fair Housing. No person shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds on the basis of his or her religion or religious affiliation, age, race, creed, color, ancestry, national origin, sex, marital status, familial status (number or ages of children), physical or mental disability, sexual orientation, or other arbitrary cause.

2) INCOME ELIGIBILITY

A) Income Limits

1. In order to be eligible for CDBG assistance, the cumulative gross annual income(s) (as determined by using federal regulations 24 CFR Part 5) for all persons age 18 years and over, occupying the residence must not exceed 80% of the County's median income as published annually by the U.S. Department of Housing and Urban Development (HUD.)
2. The income limits published at the time of loan approval will apply when determining income eligibility. All persons in residence are considered household members for purposes of income eligibility. The current HUD income limits by household size are listed in **Attachment A, Table 1**.

B) Determining Income for Occupants of Property

1. The applicant must own the housing unit or in the case of an owner investor, the tenant must qualify as low-income.
2. Annual household income will be used to determine whether or not a particular household is above or below the published low-income limit. Income is defined as the gross amount, before any deductions have been taken, of income that is anticipated to be received by all household members during the succeeding twelve- month period.
3. All persons, 18 years of age or more, living in the household are required to provide proof of current income.

4. Income must be verified no earlier than six months from the date the loan is made. If all or part of income is derived from irregular employment or includes earnings from occasional overtime work, such income received during the preceding calendar year will be used as a basis to anticipate income for the upcoming calendar year. See **Attachment A** for a more detailed description of the existing calendar year income that is included and not included in the calculation of annual income for the Program.

3) PROPERTY ELIGIBILITY

The property must be in need of repair(s), as determined by a Rehabilitation Inspector. The property must be economically feasible for rehabilitation to correct health and safety hazards.

A) *Evidence of Ownership*

1. "Ownership" means any of the following interests in residential real property:
 - a) Fee simple interest
 - b) 99-year leasehold interest in the property
 - c) Ownership or membership in a condominium, cooperative or mutual housing project.
2. There cannot be any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest.

B) *Property Types*

1. To be eligible, the housing unit must be the primary residence of income-eligible occupants.
2. Eligible property types of residences can include:
 - a.) multiple housing units where at least one unit is occupied by income-eligible homeowner or tenants
 - b.) traditional single-family housing, condominiums, manufactured or mobile homes
3. Structures may be detached or attached.
3. If CDBG funds are used to assist units in a two-to-four unit property, where some of the units are occupied by in-eligible tenants, then CDBG funds can only be used on the low-income occupied units.
4. Davis Bacon regulations and labor standards monitoring will be required on projects with four (4) or more units.
5. If the unit is currently vacant, the property owner must agree and comply with a Rent Limitation Agreement as described in section 5)E)2.

C) *Property Location*

1. The housing structure must be located within the unincorporated limits of the Lender County of Yolo.

D) *Insurance*

1. Fire Insurance

- a) The applicant shall maintain fire insurance on the property for the duration of the loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the County as Loss Payee for the amount of the loan(s). A binder shall be provided to the County. The premium may be paid by the Rehabilitation Loan for one year.

2. Flood Insurance

- a) In areas designated by HUD as flood prone, the owner is required to maintain flood insurance in an amount adequate to secure the Rehabilitation Loan. This policy must designate the County as Loss Payee. The premium may be paid by the Rehabilitation Loan for one year.

E) *Environmental Clearance*

1. Each one to four unit housing structure must be checked for historic character including conciliation with SHPO, if it is over 50 years old. Each housing project will have a Rehabilitation Environmental Review Appendix A form (**Attachment G**) completed and placed in each project file to document compliance with final NEPA review. If the property is found to be in need of reconstruction per Attachment E then an Appendix A is also used. All RER documentation shall go into the project file and be completed prior to loan approval.
2. For any projects which have more than four units on the property or where a structure is being expanded more than 20% of it's original footprint, then a Statutory Worksheet must be completed and submitted to the State for review and release of funds for the project (Categorically Excluded).

4) REHABILITATION STANDARDS**A) *Rehabilitation Standards***

1. Every loan or grant made in this program shall be used to finance rehabilitation which complies with minimum program rehabilitation standards. Rehabilitation standards are incorporated into the scope of work for each rehabilitation project. Project materials at a minimum must meet medium grade standards. Rehabilitation standards shall also include standards of workmanship and clean up.

These rehabilitation standards are meant to provide a basic level of quality and workmanship and ensure reasonable life of the equipment and work provided to the

- program participants. All repair work must meet Uniform Building Code standards. Additionally, all repair work must comply with any special design or construction standards established by the County to preserve historic buildings. Furthermore, rehabilitation work must eliminate health and safety hazards first before addressing other needs, for occupants and the public. In some cases there may not be enough equity in the property to make a loan which addresses all the necessary repairs and the program operator will negotiate the scope of work with program participant to prioritize what repairs need to be addressed with the limited funds available. For all projects assisted with CDBG funds the work must be in compliance with the program's rehabilitation standards. See Section D for additional information on Reconstruction of Housing Units where the regular program is insufficient to meet health and safety needs.
2. In addition, the program requires specific upgrades in all projects where sufficient funds are available. These include:
 - (a) Upgrade of electrical equipment grounding and bonding system;
 - (b) GFCI electrical outlets replacement in kitchen, bathroom and exterior areas; fire extinguishers;
 - (c) smoke detector upgrade to current California Building Code;
 - (d) installation of carbon monoxide detectors when gas fired equipment is present; and,
 - (e) exterior painting, if needed;
 3. In cases where the property is out of compliance with the Lender's local ordinances, then the owner is responsible for doing any on site clean up (removal of junk cars and appliances) or addressing the property's zoning issues before any work can be done using CDBG funds.

B) Non-Eligible Improvements

1. Luxury items and free-standing appliances are not permitted. Examples of luxury items are: swimming pools, patios and patio covers, room additions that are for leisure; hot tubs; custom cabinets, countertops and high end appliances.

2. General property improvements are typically not eligible. Examples include: landscaping; security systems; television antennas; remodeling (including additions for family rooms, dens, or additional bedrooms when there is no overcrowding) or non-energy efficient improvements. In cases of reconstructions, front landscaping may be eligible if there are sufficient funds. On typical rehabilitation projects fencing and driveways may be replaced if they pose a threat to occupants' health and safety

3. CDBG funds may not be used to change the use of a structure (converting it to a business).

C) Prioritization of Rehabilitation Needs:

1. Health and safety: Examples include repair or replacement of major housing systems such as correcting plumbing, water, electrical, structural, mechanical and roof

deficiencies, and room additions to resolve overcrowding (Overcrowded conditions will be determined using the guidelines in **Attachment F**) Installations required to ensure compliance with building codes and all City/County regulations/requirements for major housing system connections will be included such as laterals, water or electrical meters, etc. Lead hazard evaluation and reduction activities will be addressed under health and safety issues.

2. Energy conservation: Examples include adding insulation, reducing air infiltration through window and door replacement, weather-stripping and caulking, and replacing inefficient water heaters, ovens, furnaces, and air conditioning appliances.
3. Extension of useful life: Examples include repairing siding and sheetrock, interior and exterior painting, replacing worn flooring, cabinets, interior doors, gutters, foundation upgrades, retaining walls, and other repairs that can extend the useful life of the property.
4. Converting to current Uniform Building Code (UBC) standards: Examples include moving bathroom access to hallways or off of kitchen; stairs and porch upgrades.

D) Reconstruction of Housing Units

1. The Lender may consider reconstruction of single-family units or mobile homes where health and safety repairs are insufficient to remove the most serious deficiencies, and where the cost of reconstruction is less than rehabilitation. A Test for Reconstruction and supporting documentation must be used to determine eligibility for reconstruction and included in the project file. See **Attachment F** for test for reconstruction.
2. Since replacement housing presents a bigger investment by the County, shared appreciation will apply to these projects.
 - (a) Should the rehab loan become due and payable prior to the end of the loan term, shared appreciation, in lieu of accrued interest, will apply under the following terms:
 - (b) Gross appreciation is calculated by subtracting the original after-rehab (reconstruction) value price from the higher of current sales price or the current appraised value if the loan-accelerating event is other than sale of the property;
 - (c) Net appreciation is calculated by subtracting the seller's applicable closing costs, seller's cash contribution in the original purchase transaction, the value of seller's sweat equity- if properly documented, and the documented value of capital improvements from the gross appreciation amount;
 - (d) The County may only claim repayment of the principal and a portion of the net appreciation. That maximum portion of the appreciation which may be

claimed by the County is equal to the percentage of the value of the home financed by the Program loan. That is, if the loan equals 20% of the initial value of the home, a maximum of 20% of the appreciation may be charged by the County;

(1) The shared appreciation obligations, as described above, shall be reduced by 10% on the first day of every year following the recordation of the respective loan. On the last day of the tenth year the appreciation obligation shall be forgiven and only the principal loan and accrued interest shall apply from there on.

(e) In the event of a subsequent sale where the property value is deemed less than the original purchase price, the principal balance and accrued interest of the County's financed mortgage will be reduced by an amount that is equal to the depreciation up to 100% of the original loan.

E) Lead Hazard Reduction Inspection and Mitigation:

1. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards and all projects will be subject to implementation of the Federal Lead Based Paint Regulations by the California Department of Housing and Community Development (HCD) in accordance with the most recently published CDBG grant management manual chapter on Lead Paint. Each project will have a lead based paint checklist completed for it. See Attachment H for copy of rehab lead checklist to be included in each project file.

5) FINANCING TERMS

A) Maximum Loan Amount

1. In all cases, the maximum CDBG loan amount for housing rehabilitation projects shall be no more than 90% of the property after-rehabilitated value per housing unit. Leveraged funds may be employed to cover costs that exceed these maximum CDBG amounts.
2. The loan amount may include:
 - a) construction contract (the accepted bid price for the cost of materials and labor);
 - b) construction contingency;
 - c) drafting and engineering fees, if any;
 - d) appraisal and termite inspection charges;
 - e) credit report review fees;
 - f) permit fees, connection fees and related building fees,
 - g) site preparation for replacement housing;
 - h) escrow, closing and recording fees; title report and title insurance, title updates

CDBG funds may not be used to pay for back property taxes.

3. In order to fully rehabilitate properties with substantial rehabilitation needs, the County may approve, on a case-by-case basis, exceptions to exceed the maximum loan amount when the proposed rehabilitation project is defined as reconstruction or replacement or when there are not sufficient funds to do all necessary health and safety or code items required by the CDBG regulations.

B) Maximum Loan-to-Value Ratio

1. The maximum encumbrance will be limited to 90% of the property after-rehabilitated value.
2. When the County's loan will be in first position, the County can approve a loan with an after-rehab loan-to-value of 95% when all property indebtedness is considered.
3. All loans over the maximum loan-to-value ratio will be considered on a case-by-case basis.
4. In cases where the property is owned free and clear or encumbrances are small, the County may use recent local sales to determine the property's after rehab value.

C) Loan Security

1. A Deed of Trust and Promissory Note will secure loans.
2. All owners listed on the benefiting property title are required to sign the Deed of Trust, Promissory Note, rehabilitation contract documents, and other related loan documents, whether or not they reside on the property. Income qualification will be based only on those individuals living in the home as described in Section 2).
3. All Lender loans, which are not in first position on title, will require a Notice of Default to be recorded as part of the transaction.

D) Financing Terms for Eligible Owner-Occupied Property

1. Owner-occupants may be offered up to three percent (3%) fixed rate amortized loans evidenced by a Promissory Note and secured by a Deed of Trust, dependent upon factors such as owners financial situation, project complexity, etc. at the sole discretion of Yolo County.
 - (a) It is recommended that three percent (3%) fixed rate loans amortized be offered for owner occupants who are 80-50% within the median income and;
 - (b) It is recommended that two percent (2%) fixed rate loans amortized be offered for owner occupants who are below 50% of the median income.
 - (c) Loans shall be a term of fifteen (15) years to the extent that an amortized loan payment will not cause housing costs to exceed 30% annual income.
2. In order to maintain maximum housing affordability and financial flexibility, but at the sole discretion of Yolo County, the amortization period may be extended, out to thirty years (30).
3. Interest only payment terms can also be offered for a five year period, subject to County review of household income in five years to determine Borrower/Applicant's eligibility for continued interest only payment terms.
 - (a) At the end of five (5) years the County will request income and housing cost

- documentation from the household.
- (b) If the County determines that the Borrower/Applicant is no longer eligible for interest only payments (because the household is no longer low income, or is financially better able to make repayments), the County will offer amortized payments, at the original interest rate, for an amortization period that will maintain housing expenses at or below 30% of the household gross income.
 - (c) The County may also offer interest only payments again for another five year review cycle.
4. In the event the household cannot afford a fully amortized payment or interest only payment, the balance of the rehabilitation loan may be further deferred to include full payment upon death, transfer of title, sale or discontinued residence in the rehabilitated property for any reason.
- (a) Payments will be deferred for five (5) to thirty (30) years depending on the ability of the family to make payments and the terms of the loan.
 - (b) Starting at the recordation of the loan, the County will reevaluate the household income and housing costs every five years to determine the Borrower/Applicant's eligibility for continued deferred payment status.
 - (i) If, at the conclusion of a five year income review, the County determines that the Borrower/Applicant is no longer eligible for deferred payments (because the household is no longer low-income, or is financially better able to make repayments), the County will offer amortized payments, at the original interest rate, for an amortization period that will maintain housing expenses at or below 30% of the household gross income.
 - (ii) This five year reevaluation process will continue indefinitely or until the loan is paid in full.
5. The County may choose to have the Borrower/Applicant exceed the 30% housing cost limit and require them to make a payment.
- (a) Such cases may arise when the loan costs are over the maximum allowed, the loan to value ratio is high, or where the family requests to have all or some of the loan balanced amortized.
6. Low-income owner-occupants who are elderly (age 62 or older) or permanently disabled at time of loan or for other public benefit reasons (at the discretion of the County), will be eligible for 0% deferred payment, forgivable loans.
- (a) The loan will be forgiven 20% per year for five years.
 - (b) The loan balance is due and payable if the property transfers of title, or the Borrower/Applicant no longer occupies the home as his/her principal residence.
7. In extreme cases, the County may pay off the senior loans to secure itself in first position and to lower a Borrower/Applicant's housing ratio to 30%. The loan pay off will then be added to the housing rehabilitation loan. Total loan payments can then be amortized at payments equal to 30% of the Borrower/Applicant's housing ratio. Total loan-to-after-rehab value cannot exceed 95%.

E) Financing Terms for Eligible Owner-Investor Units

Owner-investors may be offered up to three percent (3%) fixed rate deferred loans evidenced by a Promissory Note and secured by a Deed of Trust, dependent upon factors such as owner's financial situation, project complexity, etc. at the sole discretion of Yolo County.

2. It is recommended that Owner-Investors be offered three percent (3%) fixed rate loans amortized for fifteen (15) years.
3. In order to maintain maximum housing affordability and financial flexibility, but at the sole discretion of the Yolo County, the amortization period may be extended out to thirty years (30).
4. To ensure that the rental units renovated with CDBG funds continue to benefit target income households for a designated period of time, investor-owners will be required to sign a Rent Limitation Agreement (RLA) to be in effect the first 5 years of the loan.
5. Rent Limitation and Tenancy Schedule Agreement
 - (a) CDBG-Assisted Units
 - (ii) Only rental units receiving CDBG funds are considered "CDBG-assisted units".
 - (iii) Rent limits, tenant income eligibility, and occupancy rules will apply only to the CDBG-assisted units.
6. Affordability Period
 - (a) Rental units assisted with CDBG funds are required to remain affordable for a five (5) year period.
 - (b) Maximum Rents
 - (i) Under the Rent Limitation Agreement (RLA), owners will be prohibited from increasing rents above the rate established by the CDBG program.
 - (ii) CDBG assisted rental units, in properties of one to four units, must have rents not to exceed the lesser of:
 - 1) Section 8 Fair Market Rent for comparable units (units with the same number of bedrooms) minus tenant paid utilities; or
 - 2) Rents established at 30% of 80% area median income, minus tenant paid utilities, as determined by HUD.
7. Tenant Income Recertification
 - (a) The Rent Limitation Agreement requires that tenant income will be re certified annually.
 - (b) The household may not be evicted due to income ineligibility.
8. Binding Terms and Conditions
 - (a) If an owner-investor sells the property, conveys title or pays off the CDBG loan in full, before the five year rent limitation term expires, the conditions in the RLA are still binding.
 - (b) The conditions and restrictions affecting the real property will run with the land and will be binding on all parties having or acquiring any right, title or interest in the property or any part thereof, including agents, personal representatives, mortgagor's, heirs, assignors and all successors in interest.

- (c) The owner-investor must agree that reference to this RLA will be inserted in any subsequent deeds and other legal instruments by which subject real property or any interest therein is conveyed.

F) Rates and Terms for Mobile Home Loans

1. Owner occupants will be offered simple interest at a rate of zero percent (0%) accrual from the time of rehabilitation.
2. The loan will be a five (5) year deferred payment and be fully due and payable upon sale of the unit, transfer of title, upon change in tenure from owner-occupant to rental, or upon relocation of unit out of Yolo County unincorporated limits if done within the five (5) year loan term. The loan will be forgiven after five (5) years if the owner occupants are still occupying the home as their primary residence.

6) GRANTS

CDBG funded Programs may provide grants in conjunction with loans or in lieu of a loan as follows:

- A. *Qualifying Factor Grants***- Grants are available for any of the following qualifying factors, up to a maximum of \$\$20,000:
1. Senior Citizen - at least 62 years old; or
 2. Handicapped - only for handicap modifications to a house with one or more physically handicapped occupants who would function more independently if such modifications were installed; or
 3. Lowest Targeted Income Group — with gross annual income less than 50 percent of County median income; or
 4. Fire Sprinkler installation and associated costs — for reconstruction projects, as required by CCR, Title 24, Part 2.5 of the 2010 California Residential Code; or

B. *Emergency Health and Safety Grants*

1. In order for Yolo County to assist those households with the greatest housing needs and least financial ability, the County can provide an emergency health and safety grant of up to \$40,000.
2. Only health and safety rehabilitation needs will be addressed with the use of these grant funds. This would include failure of a major household component that would require the participant to live without basic plumbing, household & drinking water, electrical, heating, cooling, or security. (These funds are not for use during a normal rehabilitation- they are for true emergency situations, such as a failed sewer or water line or water heater, blown electrical panel, etc). Examples include but are not limited to: correcting plumbing, electrical, structural, mechanical and roof deficiencies and modification for handicap accessibility. Energy conservation, extension of useful life and converting to current UBC standards will not be eligible repairs for emergency health and safety grant funds.

C. Lead Based Paint Mitigation Grants CDBG provide grants for actual costs of lead-based paint evaluation and any increased construction costs that are a result of lead hazard reduction activities. Grants for these activities can be used for all approved CDBG projects, regardless of rehabilitation amount. The grant amount should not exceed \$5,000. If the grant amount exceeds \$5,000 or the amount of the loan requested, then special approval from the loan committee will be needed.

D. Relocation Assistance Grants CDBG provides grants for relocation assistance. See Relocation Assistance Plan, Attachment B.

1. Owner-Occupant — Limit of \$5,000.
2. Residential Tenant — Assistance will be provided at the level necessary to comply with the Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act of 1974.

7) 49%GRANT/51% LOAN FOR ELDERLY & DISABLED

Assistance may be provided in a 49% Grant/51% Loan to assist low-income households of elderly and/or disabled residents with the greatest housing need and least financial ability. Only health and safety rehabilitation needs and ADA accessible design standards will be addressed under this option. Eligible applicants must:

1. reside within the unincorporated areas of the county
2. be permanently disabled and/or elderly (62 years or older)
3. be within the current income guidelines under this program
4. permanently reside in the dwelling to be rehabbed
5. not have assets that exceed \$15,000 (excluding one vehicle, the subject property, its furnishings and fixtures.)

The maximum CDBG combined Grant/Loan amount for elderly and disabled housing rehabilitation projects shall be \$95,000 per housing unit. Leveraged funds may be employed to cover costs that exceed these maximum amounts.

8) LOAN SERVICING POLICIES AND PROCEDURES

See **Attachment E** for description of official loan servicing policies and procedures. These policies and procedures include: collection of loan payments, occupancy restrictions and monitoring, changes in title or transfers of title, changes in use, being current on insurance and property tax, default and foreclosure process.

9) USE OF CDBG PROGRAM INCOME

1. All loan payments received from CDBG loans made by the Lender will be known as CDBG Program Income and will be returned to the Lender for use on CDBG eligible activities (as defined by state and federal regulations) done under a State approved program income reuse plan or under open grant activities.

10) LOAN PAYMENT AND ASSUMPTION POLICIES

A) Loan Payments

1. The Lender will maintain a financial recordkeeping system to record payments and file statements on payment status or may choose to hire a loan payment servicing contractor. See Attachment F for full set of loan servicing policies which cover assumptions of loans, subordinations, defaults and foreclosures.

11) LOAN COMMITTEE

A) Committee Composition

1. The loan committee shall consist of an odd number of persons, including at least one Lender staff member.
2. Recommendations for membership shall come from Lender staff.

B) Committee Role

1. The Loan Committee will review each application and will make decisions on the loan amount and terms to be utilized.
2. Confidentiality of clients shall be maintained at all times and personal financial records will not be public information.
3. In order to meet the needs of affordable housing in the jurisdiction, the Loan Committee may review program guidelines and make recommendations for future modifications. Any changes made shall be in accordance with CDBG regulations and be approved by the governing body and the State CDBG Program.

C) Conflict of Interest Requirements

1. In accordance with Title 24, Section 570.611 of the code of Federal Regulations, no member of the governing body and no official, employee or agent of the local government, nor any other person who exercises policy or decision making responsibilities (including members of the loan committee and officers, employees, and agents of the loan committee, the administrative agent, contractors and similar agencies) in connection with the planning and implementation of the CDBG program shall directly or indirectly be eligible for this program. Exceptions to this policy can be made only after public disclosure and formal approval by the governing body.

12) LOAN APPROVAL AND CONSTRUCTION PROCESS

A) Outreach

1. Community members are informed of the details of the rehabilitation program and eligibility requirements through area newspapers, advertisements, public meetings,

- private interviews, program flyers distributed throughout the jurisdiction, and other fair marketing efforts.
2. Written information is provided in English and the primary language of any significant portion of target area residents, such as Spanish.
 3. Bilingual personnel will conduct or assist with outreach and community meetings, as needed.
 4. Pre-qualification and marketing criteria will focus upon income eligibility and rehabilitation needs.

B) Applications/Interview

1. Applications will be accepted until the goals of the program have been met and/or all funds have been committed.
2. Completed applications will be processed on a first-come, first-served basis.
3. Program operation staff holds private interviews with families to explain program requirements, documentation, and the rehabilitation processes, and when necessary, to assist in completing the application form. Required signatures are obtained, and the unit's rehabilitation needs are discussed. Additional documents may be obtained through the mail or follow up visits.

C) Eligibility Determination

1. The program operation staff carries out income and property eligibility analysis. Elements include ordering a preliminary title report to evidence ownership and existing encumbrances, property value documentation (i.e., property profile, comparable market analysis, appraisal), and reviewing income and credit verifications.
2. The CDBG loan amount cannot exceed 90% of the after rehabilitation value of the property. After rehabilitation value will be determined by an appraisal or a market sales analysis from a title company or real estate agent, or by the assessed value as determined by the County Assessor's Office.

D) Initial Inspection / Work Write-Up / Estimate

1. Initial Inspection: When the property and household income eligibility have been determined, the program's construction manager inspects the house and prepares a detailed work write up and in-house cost estimate. Costs are determined based upon experience and the use of a construction estimation program.
2. The program operation staff and loan committee will be responsible for reviewing the work write-up and the cost estimate.
3. A pre-bid conference notice is sent out to licensed contractors on the CDBG program's interested contractor list.

4. The construction management staff conducts a bid walkthrough, reviews bids for their completeness, and reviews the results with the family. By comparing the initial in-house estimate to the bids submitted, the cost reasonableness of the project will be determined. After the Borrower/Applicant selects the contractor, a notice of award will be sent out to contractors who submitted bids on the project.

E) Determination of CDBG Assistance

1. The determination of CDBG assistance will be based on: the final construction bid and the eligible loan processing costs, the amount of equity available in the unit, household's current housing expenses expressed as a percentage of household income (which determines the type of financing repayment options offered to the Borrower/Applicant). CDBG assistance will be determined, in addition to other sources of financing available, so that the adequate CDBG funds are available for the necessary repairs and any eligible loan processing charges.

F) Loan Approval

1. A loan package will be prepared by the program operation staff that: confirms the applicant and property eligibility; documents the equity in and the encumbrances on the property; lists the loan and construction costs; and includes any other information particular to the case at hand. By preparing a loan package using all the income and property eligibility, the determination of the amount and rates and terms of the CDBG loan will be outlined for the Lender staff or Loan Committee to review.

G) Document Signing

1. Upon notice that the Lender has approved the loan, the Borrower/Applicant signs the appropriate loan documentation and the deed is recorded. The Lender will utilize the services of a reputable Title and Escrow Company to assist with the recording of all appropriate legal documents and issuance of title insurance.

H) Work Commencement, Interim Inspections and Progress Payments

1. The homeowner and the contractor sign the Rehabilitation Construction Contract.
2. The construction management staff issues a Notice to Proceed, with a copy to the local building inspector.
3. The contractor is responsible for securing all necessary building permits.
4. The program operation staff establishes a rehabilitation disbursement record to track all loan/grant disbursements and change orders.
5. Change orders must be in writing.
6. The program operation staff reconciles all disbursement and change order requests with the interim inspection of work or progress inspections.

7. Construction disbursement or change order funds cannot be released without the signatures of the homeowner and the contractor.
8. Any necessary inspections with the Lender's building department will be coordinated by the contractor and reviewed by the Rehabilitation Inspector.

I) Change Orders

1. All change orders require the approval of the owner, the contractor (if a contractor is involved) and the construction management staff. All parties must sign the change order form prior to commencement of the work proposed in the change order.

J) Work Completion

1. The construction management staff will conduct a final walk through with the homeowner and selected contractor to address any outstanding items. Upon completion of work and a final inspection by the Lender building inspector, a Notice of Completion is recorded at the County Recorder's Office.
2. The final inspection by the construction management staff will facilitate the draw to release funds.

13) EXCEPTIONS/SPECIAL CIRCUMSTANCES

1. Exceptions are defined as any action, which would depart from policy and procedures stated in the guidelines. For example, if the cost of rehabilitation for critical code deficiencies exceeds 90% of the after rehabilitation value of the property, the CDBG Loan Committee can, on a case by case basis, accept a partially secured loan.
2. The Lender or its agent may initiate consideration of an exceptional/special circumstance. A report on the situation will be prepared. This report shall contain a narrative, including the staff's recommended course of action and any written or verbal information supplied by the applicant. The Loan Committee shall make a determination of the exceptional/special circumstances request at a regular or special meeting.

14) DISPUTE RESOLUTION/APPEALS PROCEDURE

1. Any person/family applying for a rehabilitation loan through the CDBG program has the right to appeal if their application is denied. In addition, during preconstruction, construction or post construction periods, the applicant/Borrower/Applicant has a similar right to have any disputes heard and resolved.
2. Rehabilitation program representatives are primarily responsible to assure that the program is implemented in compliance with state and federal regulations in a timely and responsible manner. This includes developing accurate and professional files, work write-ups and contract documents. Program representatives attend the meeting between the homeowner and the contractor when the contract documents are signed,

and facilitate in the clarification and/or corrections of proposed work so a clear understanding is established between both parties.

3. During and after completion of construction, the contractor's work is monitored for code compliance by the Lender Building Inspector and for quality by the Housing Rehabilitation Inspector.
4. The contractual obligation for rehabilitation is ultimately between the contractor and the homeowner. If a situation occurs where the two parties are in conflict, the following procedure will occur:

Stage 1: Before any intervention occurs, the homeowner or contractor shall communicate perceived problems or complaints directly to the other party. In an attempt to resolve the differences, each will give the other an opportunity to respond or correct the problem.

Stage 2: If the Stage 1 attempt fails, the homeowner or contractor may ask the County Administrator or designee or designee to informally intervene. This intervention might include telephone call(s) to the contractor or homeowner, meeting(s) at the job site or in the office, or other actions as seem appropriate, including such things as the establishment of written working guidelines, or other post-contractual agreement.

Stage 3: If the County Administrator or designee or designee is unable to satisfactorily resolve the homeowner-contractor differences, the homeowner, contractor, or program representative, will contact the lender's contact in writing, detailing the problem. In cases of building code compliance or questions of construction quality, the building inspector might also be contacted.

5. It must be recognized that the homeowner has other options which they may chose to utilize, including contacting the Contractors State Licensing Board and submitting a complaint.
6. Any controversy between the parties that cannot be settled through the informal intervention process outlined above shall be submitted to binding arbitration. Costs for the arbitration will be borne by the loser, or subject to the terms of the arbitration agreement.
7. The parties shall attempt to agree on a single arbitrator to hear the dispute. If they cannot agree each party shall appoint an arbitrator. If the two arbitrators cannot agree then they shall appoint a third arbitrator whose decision shall be final and binding. The cost of the arbitration shall be borne by the losing party unless the arbitrator otherwise determines.

8. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association then in force. The parties expressly agree that the arbitration shall be subject to and governed by, the Federal Arbitration Act, Title IX, USC 1 et seq.

15) ANTI-DISPLACEMENT POLICY AND TEMPORARY RELOCATION ASSISTANCE

This program is subject to the "Relocation, Displacement and Acquisition" Amendment of the Housing and Community Development Act of 1977, URA and Section 104(d) of the Housing and Community Development Act of 1974. CDBG rehabilitation projects will not result in involuntary displacement.

- A) Temporary Relocation Assistance:
 - a. Relocation assistance will be provided as set forth in **Attachment B**.
 - b. Relocation costs will made as grants and not be part of the loan funds advanced to the Borrower/Applicant, but will be paid from the CDBG loan pool.

16) CONTRACTING REQUIREMENTS

A) Role of the Local Government

1. The Lender is an equal opportunity, fair housing lender, providing affordable financing for housing rehabilitation performed in accordance with the adopted Program Guidelines. The Lender does not warrant any construction work, or provide any insurance coverage.

B) Contracting Process

1. Contracting will be done on a competitive bid basis.
2. The homeowner will be the responsible agent, but the local government and/or its agent will prepare and advertise the bid package and assist the owner in negotiating the contract.
3. Only the owner can select the eligible contractor of their choice.

C) Approved Contractors

1. All contractors will be checked with HUD's federally debarred list of contractors; no award will be granted to a contractor on this list.
2. Contractors are required to be licensed with the State of California and be active and in good standing on the Contractor's License Board list.
3. Contractors must also have public liability insurance and when necessary, Workman's Compensation insurance.

4. Contractors must agree to comply with all CDBG federal and state regulations.

D) Acceptance of Work

1. Progress payments will be made after acceptance of work by the participant and the program operator and signoff of permit items by building inspector. Final payment will be made to the contractor when the building inspector has accepted the work, as evidenced by a final signoff on the building permit, and items on the final punch list approved by the participant has been completed.
2. At the time of the request for the payment of the final 10% retention, the contractor will provide both: 1) lien releases from all subcontractors, labors, materials and equipment rental; and 2) a copy of a recorded Notice of Completion. The final 10% retention will be held for 30 days after receipt of the recorded Notice of Completion to ensure that all unconditional liens have cleared.

17) SELF HELP CONSTRUCTION

1. Property owners may agree to participate in the construction by doing "self help" rehabilitation to the structure (see **Attachment C**). The "approved" work write-up will indicate which tasks the owner will complete. If the project has lead paint hazards, then the participant must provide documentation of lead paint training for each person to be working on the house prior to signing self help contract or starting work. Lead hazard worker certifications will not be necessary if the project does not have lead paint (built after 1978 or tested negative for lead paint), or if the project is cleared of lead hazards by a certified lead inspector and work performed by the family will not create additional lead hazards.
2. Either the contractor's bid or the Rehabilitation Inspector's in-house Cost Estimate is the basis for determining the value saved by specifically itemized self help tasks. The loan amount will include all items in the accepted bid (or in-house cost estimate), including self help tasks. Upon completion of the job, the labor costs saved through self help will be applied as a credit to the loan balance or used for additional work. Participant will only be reimbursed for construction materials used on the project's self help scope of work. No reimbursement will be made for tools or materials/equipment not shown as items listed in the original scope of work.
3. In all cases where the owner agrees to do part of the job himself/herself, a contract will be signed by the owner specifying tasks and completion times. If the work is not completed in a timely manner, then the contractor working on the job will be asked to complete the work. If the owner does work outside of the approved scope of work, then they will not be eligible for repayment of those costs.
4. The Lender reserves the right to determine whether the work is appropriate for self-help rehabilitation or if the owner is capable of such self-help rehabilitation.

ATTACHMENT A

COUNTY OF YOLO

HOUSING REHABILITATION PROGRAM GUIDELINES

INCOME ELIGIBILITY

TABLE 1								
HUD Income Limits 2018								
COUNTY of Yolo								
Household Size	1	2	3	4	5	6	7	8
Maximum Annual Income	49,250	56,250	63,300	70,300	75,950	81,550	87,200	92,800

- All published limits will be updated annually as new information is provided by HUD.

Income Calculation

Current gross income of all persons over 18 years of age living in the household will be used to project the anticipated income for the household over the next 12 months. This is in accordance with Section 8 income determination regulations (24 CFR 813.106(a)). The following is a list of income that is included in the calculation of annual income for the Program:

1. All wages and salaries, overtime pay, commissions, fees, tips and bonuses, and any other compensation for personal services (before any payroll deductions);
2. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income; however, an allowance for depreciation of assets used in a business or profession may be deducted in accordance with IRS regulations. Any withdrawal of cash or assets from the business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the household;
3. Interest, dividends, and other net income of any kind from real or personal property. Where the household has Net Family Assets (excluding the value of the family's home) in excess of \$5,000, annual income includes the greater of the actual income derived from the Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;

4. All gross periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts;
5. Payments in lieu of earnings, such as unemployment, worker's compensation and severance pay, excluding however, lump sum payments under health and accident insurance such as workers' compensation;
6. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts from any person not residing in the dwelling;
7. All regular pay, special pay, and allowances of a member of the Armed Forces who is head of the household, whether or not he or she is living in the dwelling; and
8. All payments made to, or in benefit of, any member of the household, under the provisions of the Economic Opportunity Act or any other anti-poverty program.

The following are excluded from income calculations under the Program:

1. Income from employment of children under the age of 18 years;
2. Payments received for the care of foster children;
3. Lump sum additions to Family Assets, such as inheritances, insurance payments including payments under health and accident insurance and workers' compensation, capital gains and settlements of personal property losses (but see #5 under the listing of income inclusions above);
4. Amounts received that are specifically for, or in reimbursement of, the cost of medical expenses of any household member;
5. Income of a live-in aide;
6. Amounts of educational scholarships paid directly to the student or school, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, etc. of the student. Any amounts received that are not used for these purposes are to be included as income;
7. The special pay for a household member serving in the Armed Forces who is exposed to hostile fire;
8. Amounts received under HUD-funded training programs or received under a public assistance program that are specifically for out-of-pocket costs made solely to allow participation in a specific program;
9. Temporary, nonrecurring, or sporadic income; and
10. Lump sum payments of SSI and Social Security benefits, the value of the allotment provided under the Food Stamp Act of 1977

ATTACHMENT B

COUNTY OF YOLO

TEMPORARY RELOCATION ASSISTANCE PLAN

The Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require all grantees of Community Development Block Grant (CDBG) funds or Home Investment Partnership (HOME) funds to follow a written Residential Anti-displacement and Relocation Assistance Plan (Plan) for any activities which could lead to displacement of occupants whose property is receiving funds from these or other federal funding source. Having been developed in response to both aforesaid federal legislations, this Plan is intended to inform the public of the compliance of the **County** of Yolo (**County**) with the requirements of federal regulations 24 CFR 570.606 under state recipient requirements and Section 104(d) of the Housing and Community Development Act of 1974 and 24 CFR 92 of the HOME federal regulations. The Plan will outline reasonable steps, which the **County** will take to minimize displacement and ensure compliance with all applicable federal and state relocation requirements.

This Plan will affect all activities funded by the U.S. Department of Housing and Urban Development (HUD) under the following program titles: HOME, CDBG, Urban Development Action Grant (UDAG), Special Purpose Grants, Section 108 Loan Guarantee Program, and such other grants as HUD may designate as applicable, which take place within the **County** limits.

The **County** will provide permanent relocation benefits to all eligible “displaced” households either owner occupied or rental occupied units which are permanently displaced by use of federal funds as allowed under the Uniform Relocation Act (URA) and Section 104 (d) (**See Section E below.**). In addition, the **County** will replace all eligible occupied and vacant occupiable low income group dwelling units demolished or converted to a use other than low income group housing as a direct result of use of federal funds. This applies to all units assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in the Federal Regulations 24 CFR 570.496(a), Relocation, Displacement and Acquisition: Final Rule dated July 18, 1990 (Section 104(d)) and 49 CFR Part 24, Uniform Relocation Assistance (URA) and Real Property Acquisition Regulations Final Rule and Notice (URA) dated March 2, 1989.

All **County** programs/projects will be implemented in ways consistent with the **County**’s commitment to Fair Housing. Participants will not be discriminated against on the basis of race, color, religion, age, ancestry, national origin, sex, sexual orientation, familial status, or handicap. The **County** will provide equal relocation assistance available 1) to each targeted income group household displaced by the demolition or rehabilitation of housing or by the conversion of a targeted income group dwelling to another use as a direct result of assisted activities; and 2) to each separate class of targeted income group persons temporarily relocated as a direct result of activities funded by HUD programs.

A) Minimizing Permanent Displacement and Temporary Relocation Resulting from Housing Rehabilitation or Reconstruction Activities

Consistent with the goals and objectives of activities assisted under the Act, the **County** will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by HUD programs:

1. Provide proper notices with counseling and referral services to all tenants so that they understand their relocation rights and receive the proper benefits. When necessary assist permanently displaced persons to find alternate housing in the neighborhood.
2. Stage rehabilitation of assisted households to allow owner occupants and/or tenants to remain during minor rehabilitation.
3. Encourage owner investors to temporarily relocate tenants to other available safe and sanitary vacant units on the project site area during the course of rehabilitation or pay expenses on behalf of replaced tenants.
4. Work with area landlords, real estate brokers, and/or hotel/motel managements to locate vacancies for households facing temporary relocation.
5. When necessary, use public funds, such as CDBG funds, to pay moving costs and provide relocation/displacement payments to households permanently displaced by assisted activities.

B. Lead Based Paint Mitigation Which Causes Temporary Relocation:

On September 15, 2000, the Final Rule for Lead Based Paint Hazard Control went into effect. Among other things, it requires that federally-funded rehabilitation must use safe work practices so that occupants and workers can be protected from lead hazards. **At no time should the tenant-occupant(s) be present in work areas or designated adjacent areas while LHC activities are taking place in any dwelling unit interior, common area, or exterior.** As such, occupants may not be allowed to remain in their units during the time that lead-based paint hazards are being created or treated. Once work that causes lead hazards has been completed, and the unit passes clearance, the occupants can return. **The tenant-occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been achieved and verified with laboratory results.** The final rule allows for certain exceptions: programs:

1. The work will not disturb lead-based paint, or create dust-lead or soil-lead hazard; or
2. The work is on exterior only and openings are sealed to prevent dust from entering the home, the work area is cleaned after the work is completed, and the residents have alternative lead free entry; or
3. The interior work will be completed in one period of less than 8-daytime hours and the work site is contained to prevent the release of dust into other areas of the home; or
4. The interior work will be completed within five (5) calendar days, the work site is contained

to prevent the release of dust, the worksite and areas within 10 feet of the worksite are cleaned at the end of each day to remove any visible dust and debris, and the residents have safe access to kitchen and bath and bedrooms.

If temporary relocation benefits are not provided because the **County** believes that the project meets one of the above criteria, then proper documentation must be provided in the rehabilitation project file to show compliance. It is up to the **County** to ensure that the owner occupant or tenant in the project does not get impacted by lead paint mitigation efforts. In most cases where lead paint mitigation is taking place, occupants (tenants or owners) will be strongly encouraged to relocate even for just a few days until a final lead clearance can be issued by a certified lead based paint assessor. Occupants who are temporarily relocated because of lead based paint mitigation are entitled to the same relocation benefits as those who are relocated because of substantial rehabilitation or reconstruction activities.

C. Temporary Relocation of Owner Occupants:

Owner occupants are not allowed to stay in units which are hazardous environments during lead based paint mitigation. When their home is having lead based paint mitigation work done which will not make it safe to live in, then they are eligible for temporary relocation benefits up to \$500, which will be provided as a grant. In the same way, a unit requiring substantial rehabilitation (with or without lead based paint mitigation) which will not allow the family to access a bath or kitchen facility, if the unit is being demolished and reconstructed, and/or it is determined that health and safety threats exist, then the family will be eligible for temporary relocation benefits up to \$500, which will be provided as a grant. In no case shall the grant for temporary relocation exceed \$500 for any one owner occupant.

Owner occupants will be encouraged to move in with family or friends during the course of rehabilitation, since they are voluntarily participating in the program. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will complete a temporary relocation benefits form (**See Appendix C**) to document that the owner occupant understands that they must relocate during the course of construction and what benefits they wish to be reimbursed for as part of their relocation.

D. Temporary Relocation of Residential Tenants:

If continued occupancy during rehabilitation is judged to constitute a substantial danger to health and safety of the tenant or the public, or is otherwise undesirable because of the nature of the project, the tenant may be required to relocate temporarily. The program administrator or construction supervisor will make determination of the need for temporary relocation. The temporary relocation period will not exceed 180 days. All conditions of temporary relocation will be reasonable. Any tenant required to relocate temporarily will be helped to find another place to live which is safe, sanitary and of comparable value and they have the first right to move back into the original unit being rehabilitated at the same rent or lower. He or she may move in with family and friends and still receive full or partial temporary assistance based on eligible cost incurred. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will ensure that each tenant occupied unit under the program will receive a General Information Notice (GIN) (as soon as possible after a loan application is received) and the tenant will receive a Notice of Non-displacement (after loan approval), and

each tenant occupied unit will have a temporary relocation benefits form completed for them. **(See Appendix C)**. These notices will document that each tenant understands what their relocation rights are, and if they must relocate during the course of construction, that they receive the proper counseling and temporary relocation benefits. The County will pay for \$750 as a grant for tenant relocation.

A tenant receiving temporary relocation shall receive the following:

1. Increased housing costs (e.g. rent increase, security deposits) and
2. Payment for moving and related expenses, as follows:
 - a) Transportation of the displaced persons and personal property within 50 miles, unless the grantee determines that further relocation is justified;
 - b) Packing, crating, unpacking, and uncrating of personal property;
 - c) Storage of personal property, not to exceed 12 months, unless the grantee determines that a longer period is necessary;
 - d) Disconnection, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property;
 - e) Insurance for the replacement value of personal property in connection with the move and necessary storage;
 - f) The replacement value of property lost, stolen or damaged in the process of moving (not through the fault of the displaced person, his or her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available;
 - g) Reasonable and necessary costs of security deposits required to rent the replacement dwelling;
 - h) Any costs of credit checks required to rent the replacement dwelling;
 - i) Other moving related expenses as the grantee determines to be reasonable and necessary, except the following ineligible expenses:
 - 1) Interest on a loan to cover moving expenses; or
 - 2) Personal injury; or
 - 3) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Grantee; or
 - 4) Costs for storage of personal property on real property already owned or leased by the displaced person before the initiation of negotiations.

E. Rehabilitation Activities Requiring Permanent Displacement

The **County** rehabilitation program will not typically trigger permanent displacement and permanent displacement activities fall outside of the scope of this plan. If a case of permanent displacement is encountered, then the staff responsible for the rehabilitation program will consult with **County** legal counsel to decide if they have the capacity to conduct the permanent displacement activity. If local staff does not have the capacity, then a professional relocation consultant will be hired to do the counseling and benefit determination and implementation. If local staff does wish to do the permanent displacement activity then they will consult and follow the HUD Relocation Handbook 1378.

F. Rehabilitation Which Triggers Replacement Housing

If the **County** rehabilitation program assists a property where one or more units are eliminated then under Section 104 (d) of the Housing and Community Act of 1974, as amended applies and the **County** is required to replace those lost units. An example of this would be a duplex unit which is converted into a single family unit. In all cases where rehabilitation activities will reduce the number of housing units in the jurisdiction, then the **County** must document that any lost units are replaced and any occupants of reduced units are given permanent relocation benefits. (This does not apply to reconstruction or replacement housing done under a rehabilitation program where the existing unit(s) is demolished and replaced with a structure equal in size without in loss number of units or bedrooms.)

Replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the **County** to provide funds for an activity that will directly result in such demolition or conversion, the **County** will make this activity public (through a noticed public hearing and/or publication in a newspaper of general circulation) and submit to the California Department of Housing and Community Development or the appropriate federal authority the following information in writing:

1. A description of the proposed assisted activity;
2. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as targeted income group dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a targeted income group dwelling unit for at least 10 years from the date of initial occupancy; and,

7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of targeted income group households in the jurisdiction.

The Grant's Coordinator at the **County** is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The **County** is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in Section 570.606, to any targeted income group displaced by the demolition of any dwelling unit or the conversion of a targeted income group dwelling unit to another use in connection with an assisted activity.

E. Record Keeping and Relocation Disclosures/Notifications

The **County** will maintain records of occupants of Federally funded rehabilitated, reconstructed or demolished property from the start to completion of the project to demonstrate compliance with section 104(d), URA and applicable program regulations. Each rehabilitation project, which dictates temporary or permanent or replacement activities, will have a project description and documentation of assistance provided. (See sample forms in HUD Relocation Handbook 1378, Chapter 1, Appendix 11, form HUD-40054)

Appropriate advisory services will include reasonable advance written notice of (a) the date and approximate duration of the temporary relocation; (b) the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling.

Notices shall be written in plain, understandable primary language of the persons involved. Persons who are unable to read and understand the notice (e.g. illiterate, foreign language, or impaired vision or other disability) will be provided with appropriate translation/communication. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. The notices and process below is only for temporary relocation. If permanent relocation is involved then other sets of notice and noticing process and relocation benefits must be applied (See HUD relocation handbook 1378 for those forms and procedures) The Temporary Relocation Advisory Notices to be provided are as follows:

1. General Information Notice: As soon as feasible when an owner investor is applying for Federal financing for rehabilitation, reconstruction, or demolition, the tenant of a housing unit will be mailed or hand delivered a General Information Notice that the project has been proposed and that the tenant will be able to occupy his or her present house upon completion of rehabilitation. The tenant will be informed that the rent after rehabilitation will not exceed current rent or 30 percent of his or her average monthly gross household income. The tenant will be informed that if he or she is required to move temporarily so that the rehabilitation can be completed, suitable housing will be made available and he or

she will be reimbursed for all reasonable extra expenses. The tenant will be cautioned that he or she will not be provided relocation assistance if he or she decides to move for personal reasons. **See Appendix A for sample notice to be delivered personally or by certified mail.**

2. Notice of Non Displacement: As soon as feasible when the rehabilitation application has been approved, the tenant will be informed that they will not be permanently displaced and that they are eligible for temporary relocation benefits because of lead based paint mitigation or substantial rehabilitation, or reconstruction of their unit. The tenant will also again be cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance. **See Appendix B for sample notice to be delivered personally or by certified mail.**
3. Disclosure to Occupants of Temporary Relocation Benefits: This form is completed to document that the County is following it's adopted temporary relocation plan for owner occupants and tenants. **See Appendix C for a copy of the disclosure form.**
4. Other Relocation/Displacement Notices: The above three notices are required for temporary relocation. If the County is attempting to provide permanent displacement benefits then there are a number of other forms which are required. Staff will consult HUD's Relocation Handbook 1378 and ensure that all the proper notices are provided for persons who are permanently displaced as a result of housing rehabilitation activities funded by CDBG or other federal programs.

APPENDIX A

**TENANT’S GENERAL INFORMATION NOTICE
COUNTY OF YOLO
HOUSING REHABILITATION PROGRAM**

Date _____

Address

Dear _____,

Your landlord is interested in participating in the County of Yolo Housing Rehabilitation Program. The County has received the application and is processing the request for the rehabilitation of the property/building that you occupy at _____ Street/Avenue.

This notice is to inform you that if the assistance is provided and the property/building is rehabilitated you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and assistance is provided for the rehabilitation, you will be able to lease and occupy your present unit upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your average monthly gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing cost.

Again we urge you not to move. Once the project is approved, you can be sure that we will make every effort to accommodate your needs. Because Federal assistance would be involved, you would be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and should be retained. You will be contacted as the process continues. In the meantime, if you have any questions, please contact me at 530-XXX-XXXX.

Sincerely,

Name
Senior Management Analyst

APPENDIX B

**TENANT’S NOTICE OF PROJECT APPROVAL
COUNTY OF YOLO
HOUSING REHABILITATION PROGRAM**

Date _____

Address

Dear _____,

On _____, we notified you that the owner of your building had applied for assistance to make extensive repairs to the building. On _____, the owner's request was approved, and the repairs will begin soon.

This is a notice of non-displacement. You will not be required to move as a result of the rehabilitation. This notice guarantees you the following:

1. You will be able to lease and occupy your present apartment [or another suitable, decent, safe and sanitary apartment in the same building/complex] upon completion of the rehabilitation. Your monthly rent will remain the same or, if increased, your new rent and estimated average utility costs will not exceed 30% of the gross income of all adult members of your household. Of course, you must comply with the reasonable terms and conditions of your lease.
2. If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because Federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. If you have any questions, please contact me at 530-XXX-XXXX. Remember; do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

Name
Senior Management Analyst

APPENDIX C

TEMPORARY RELOCATION BENEFITS-OCCUPANT ACKNOWLEDGEMENT

Property Address:

Rental Unit

Owner/Occupied Unit

A representative of the County of Yolo Housing Rehabilitation Program has explained the temporary relocation services and entitlements available.

I/we have been advised that the County of Yolo Housing Rehabilitation Program will be available to assist me if any questions arise, or as assistance is needed.

Acknowledged:

Occupant Signature

Date

Occupant Signature

Date

*This portion to be completed at time of acceptance of Work Write Up by
Borrower/Applicant*

The Representative for the County of Yolo has explained the Work Write Up and Scope of Work for the Rehabilitation Program.

It was determined that the housing unit:

____ Will need to be vacant for all or part of the rehabilitation project

Length of temporary displacement: _____ days

____ Will NOT need to be vacant for all or part of the rehabilitation project

If temporary relocation is necessary, I/We elect to (check all that apply):

____ Relocate with friends and family

____ Relocate into suitable temporary rental replacement housing

____ Relocate furnishings only into suitable temporary storage rental

I/We elect to:

____ not use any temporary relocation benefits

____ want to use all or partial relocation benefits

By signing, occupant(s) acknowledge receipt of a copy of this form:

Occupant Signature

Date

Occupant Signature

Date

ATTACHMENT C

COUNTY OF YOLO

HOUSING REHABILITATION PROGRAM GUIDELINES

PROGRAM OPTIONS FOR HOUSING REHABILITATION SELF HELP COMPONENT and OWNER BUILDER

SELF HELP COMPONENT

Three program options will be available for accomplishing rehabilitation work under the CDBG program: 1) private contractor; 2) contractor/self help combination; and 3) owner-builder as contractor. **NOTE: All applicants who wish to do self help construction or act as their own contractor on projects built on or before 1978 must provide all the necessary certifications to document that they and their workers are properly trained in working with lead based paint.**

The **County** rehabilitation staff must agree to the performance of any work by the owner. The owner/builder option (100% self help) is restricted to persons with demonstrable experience in the construction trades and with sufficient time available to complete the work.

In the contractor/self help option, the rehabilitation work is competitively bid, according to the same procedures in the guidelines. The specific tasks the owner wishes to perform are itemized in the Owner Participation Agreement, the Work Write Up and the accepted bid.

If the self help participant is unable to complete the sweat equity contribution within the agreed upon schedule, the contractor will be directed to do so and be paid out of the reserved loan amount. If the self help contribution was a required match, the value of the work not completed becomes an amortized loan with rates and terms set by local program guidelines.

INSTRUCTIONS TO PROPERTY OWNERS FOR SELF HELP PARTICIPATION UNDER THE CDBG HOUSING REHABILITATION PROGRAM

Owners willing and able to do part of the work required to complete the rehabilitation of their homes may substantially reduce the costs of the job. To insure that a rehabilitation project is completed within a reasonable time and in a quality manner, specific guidelines have been established as follows:

1. Owners shall submit an application to the **County** of Yolo stating their experience, work they intend to perform and the length of time needed to complete the work. All applications will be subject to review and approval by **County**.
2. The specific rehabilitation tasks to be performed by the owner shall be included and

identified in the Work Write Up and accepted bids. The CDBG loan amount will include all work to be performed, both contract and self help, to ensure sufficient financing to cover any self help tasks not completed.

3. Owners shall enter into a written contract with the **County** that contains terms and conditions under which the work is to be performed.
4. Owners will not be paid for any labor performed by the homeowners themselves or by members of their immediate family.
5. Work performed by persons other than the Owner or members of the immediate family must be included in a separate contract between the Owner and a qualified contractor.
6. Owners are responsible for scheduling and coordinating the rehabilitation work to insure that it will be successfully completed within the time specified in the Owner Participation Agreement, and without causing delay for the contractor.
7. In cases where the Owner will operate as his/her general contractor, the Owners shall agree to correct all housing code violations and to obtain all necessary permits and inspections. Rehab work performed using the self help method shall comply with all applicable codes and ordinances of the **County**. Upon satisfactory completion of the rehabilitation work and building permit signoff, **County** will make a final inspection of the work to ensure that all contract conditions have been met. Final payment will not be made until all work writeup items are completed.
8. Payment Method: Reimbursements will be for materials only. Payments for materials will be made after materials are installed. Owner will provide receipts for all items purchased. Items purchased using CDBG funds may be used only for repairs to the CDBG assisted unit. Any subcontractors used will be paid directly as per the terms and conditions stated in the Owner Participation Agreement.
9. It is understood that if the agreed upon work is not completed in a timely manner, the **County** reserves the right to direct the participating contractor (or in the case of the Owner as general contractor, to hire a contractor) to complete the tasks as outlined in the Work Write Up.

My signature below indicates that I have received a copy of these instructions:

Owner's Signature

Date

Owner's Signature

Date

**OWNER PARTICIPATION AGREEMENT FOR SELF HELP REHABILITATION OR
OWNER AS GENERAL CONTRACTOR**

This agreement is entered into on _____ between hereinafter referred to as "Owner" and the **County** of Yolo, hereinafter referred to as "**County**." Owner hereby agrees to furnish all materials and provide all labor necessary to complete the rehabilitation work for the house located at _____, as specified in the attached Work Write Up.

All of the work specified in the Work Write Up will be completed in a substantial and workmanlike manner for an amount not to exceed _____ Dollars (\$ _____). All work must be completed within (___) days from date of loan funding.

It is hereby agreed that should Owner be unable to complete the rehabilitation work specified in the Work Write Up within the period of time stated, the **County** has the option of either extending the deadline or hiring a licensed contractor to complete the job. The scope of work may be reduced if necessary.

The **County's** loan may be used only to fund the work detailed in the Work Write Up. Changes may only be made by a Change Order authorized by the **County**. Under no circumstances will the Owner be reimbursed for items which are not in the Work Write Up or included in duly authorized Change Orders.

Owner hereby agrees to perform all work in compliance with all local code requirements. Owner agrees to obtain all necessary permits and inspections. All debris accumulated from Owner's work is to be removed as it is generated. **Owner agrees to provide a timesheet certification which verifies the exact number of hours spent by owner or volunteers in completing the work.**

The Owner agrees to use only licensed, insured subcontractors and will submit bids to the **County** for review prior to entering into a signed contract. All bids shall include name, address, license number, a complete description of work to be performed, and contract amount. Only bids approved by the **County** will be eligible to receive payment using CDBG funds.

Owner will be reimbursed for material costs only. Owner must account for all funds received by providing receipts. All subcontractors used will be paid directly upon completion of their contract and inspection by the **County**. Upon completion of the rehabilitation work, Owner agrees to file a Notice of Completion at the **County** Clerk's office within ten days.

Owner's Signature,

Date

Owner's Signature

Date

Rehabilitation Inspector Signature,

Date

OWNER PARTICIPATION APPLICATION

Name: _____

Property Address: _____

TYPE OF WORK TO BE PERFORMED:

See attached work write up.

I, We, _____ the owner(s) of the above-mentioned structure, wish to perform my/our own construction/rehabilitation work. I/We have previously performed in a similar capacity **County** at the following address:

Experience in the construction trades includes the following:

Contractor License Type and # _____

For Projects built prior to 1978:

Attached are all the necessary lead based paint certifications for this project:

I/We believe I/We can perform in the capacity as owner builder or self help contractor for the following reasons:

Owner's Signature,

Date

PARTICIPANT CONTRIBUTIONS LABOR DETAIL

Participant: _____ Project: _____ Job #: _____

PARTICIPANT CONTRIBUTIONS						
	Type: Labor, Materials, Personal Finances, etc.	Description	Date To Be Done By:	Estim. Hours	Actual Hours	Actual Value (Hrs. x \$10)
1						
2						
3						
4						
5						
6						
7						
8						
	TOTAL					

ATTACHMENT D

COUNTY OF YOLO

HOUSING REHABILITATION PROGRAM GUIDELINES

RENT LIMITATION AGREEMENT

INSTRUCTIONS FOR OWNER-INVESTORS

A) Goals of the Program:

The County of Yolo Community Development Block Grant (CDBG) rehabilitation program was designed with the following primary goals:

1. to ensure that all low-income households have housing which meets basic health and safety standards;
2. to ensure long-term affordability of rental housing for low-income households;
3. to prevent displacement of low-income households from rental housing in accordance with federal relocation law.

B) Requirements for Participation in the Program:

In order to achieve these goals, the County of Yolo has designed specific guidelines for the program. These guidelines outline how to become a participant in the CDBG rental rehabilitation program. The basic guidelines state that an owner/investor must meet the following requirements:

1. Location: The property must be located within the unincorporated limits of the County of Yolo and/or within the designated CDBG target area;
2. Low-Income Benefit: Must be currently renting the unit(s) to a low-income household. If currently vacant, must agree to rent to a low-income household after rehabilitation improvements are made;
3. Displacement: Must be able to prove that no renter has been forced to vacate for reasons relating to the CDBG program; and that if temporary relocation occurs, the relocated tenant will receive the absolute right to return after rehabilitation is complete;
4. Rent Limitation: Must agree to comply fully with a Rent Limitation Agreement (RLA) limiting amount of monthly rent for the term of the RLA.

If these requirements can be met by the rental property owner, staff will begin to process an application for assistance by verifying the income of the renter household and the current monthly rent. At loan closing, the (RLA) is recorded against all qualified properties. See

official program guidelines for more a detailed explanation of program requirements and restrictions.

C) Terms and Conditions of Rent Limitation Agreement:

The RLA contains terms and conditions to ensure achievement of the program goals stated above.

To meet the first goal the owner-investor must understand and agree that any rehabilitation done on the property must first address basic health and safety items, and that general property improvements are not allowed.

To meet the second goal the owner must agree not to raise the rent above the local Section 8 Fair Market Rent Schedule on any unit(s) under the RLA for the term of the Loan Agreement. If the current tenant is paying more than the currently published HUD fair market rents, then the owner investor must agree to reduce the rent to the Fair Market Level at the time of loan closing and investment of CDBG funds. If the rent is below Fair Market Rate then the rent is frozen at the time the owner-investor applies to the program and may not be changed until the construction is completed. If the investor wants to raise the rent after construction and during the term of the RLA then they must give the tenants 60 days notice and not raise the rent above HUD current Fair Market Rates.

If the unit(s) is vacant at the time of application and rehabilitation or becomes vacant during the term of the RLA, then maximum rent charges for the unit(s) will not exceed local Section 8 Fair Market Rent Schedule, including average utilities. (A table showing the current maximum rates based on the Section 8 Fair Market Rate is included in this attachment.) These rates can and may change over the term of the RLA.

To meet the third goal of the rehabilitation program, the County will present a letter to the tenant(s) of the unit(s) being qualified, informing them of the owner-investors intentions for entering the program and all rights they have under federal regulations. (See ATTACHMENT B for sample letters.) If the tenant is displaced due to the rehabilitation, the County has funds available to pay for relocation. After rehabilitation is complete, the existing tenant has the absolute first right to return if they choose.

D) Implementation and Monitoring of Rent Limitation Agreement:

When the owner-investor signs the loan agreement they will also be required to submit a completed, notarized RLA. In addition, they shall complete the first rent verification form and have their tenant submit a verification form to the County Administrator or designee. Once these documents are secured, the RLA will be filed with the County Clerk.

Staff of the County will continue to monitor compliance with the terms of the RLA until its expiration date. Rent/Income Verification letters are prepared in advance for each year. These letters are set up in files to be sent and processed at appropriate yearly intervals.

For each year in which the RLA remains in effect, Rent Verifications must be signed by both the owner and the current tenant household and returned to the County within one month

from receipt. Staff will crosscheck the information supplied by tenant and owner for compliance and file the information.

Should any violations be discovered, the owner/investor will be notified and instructed to remedy the violation immediately. Any overcharges will be credited to the tenant household. If the situation is not remedied so that the owner/investor is brought into compliance with the terms of the RLA, then the owner/investor will be notified that they are in default and the County may require immediate repayment of the CDBG loan and any processing fees associated with the original loan and the collection of said loan; require repayment of excess rent to tenants; seek an injunction against any violation of the RLA; request judicial appointment of a receiver to take over and operate the property in accordance with the terms of the RLA; or seek other relief as appropriate.

E) Change of Title or Occupancy:

In all cases, the original owner-investor is subject to terms of the Uniform Relocation Act and the Section 104 (d) of the Housing and Community Development Act of 1974.

When a rental property with an unexpired RLA is sold to a person who will occupy the property as his or her principal residence (or who will otherwise require the existing tenant to move), the current tenant must be given 90 days notice to vacate and must be paid relocation costs for the duration of the RLA. Relocation costs are equal to the difference between the tenant's rent under the RLA and what it will cost the tenant to rent comparable housing for the duration of the RLA.

Any change in title or occupancy will have an effect on the conditions of the RLA and the owner-investor should be informed and aware of all the possible repercussions of a change in title or occupancy. The program guidelines give detailed explanations of the repercussions of changing title or occupancy. Please read the program guidelines carefully and ask the County Administrator or designee any questions you may have. In addition, you must notify the County or its designee if you are planning to make any changes in tenant occupancy or property ownership.

F) Release of Rent Limitation Agreement:

The RLA will be released after 5 years.

**RENT LIMITATION AGREEMENT
INSTRUCTIONS FOR PROGRAM ADMINISTRATOR**

A) Processing a Rent Limitation Agreement:

1. When an owner-investor requests that an application for the CDBG program be processed they must be made aware of the RLA and their tenants must be made aware of the owner-investors intentions and sent relocation information.
2. After verification of the rent and income of the existing tenant(s), both the landlord and tenant(s) must be notified that until the RLA is signed and filed, no rent increases can take place until after the construction is completed. Any future rent increase must be up to the current HUD Fair Market Rents for the community. If the rents are above HUD Fair Market Rents and low income families are forced to move out because of that, then those families are eligible for permanent relocation benefits under Section 104 (d).
3. Lastly, ensure the proper documents are obtained and filed at the County Clerk at the time of loan processing, and that the proper RLA monitoring files are put in place.

B) Instructions for Obtaining Rent Limitation Agreement Verification:

1. By January 1, every year, the Request for Rent Limitation Agreement Verification must be sent out by the County to all owner/investors with RLAs in effect. These forms are in the County file, labeled "Rent Limitation Owner/Investor Letter." A duplicate set of these forms are also in each owner/investor's file. In addition, the Confirmation of Rent/Income form must be sent to all assisted tenant/unit(s) under the agreement. Both forms should be returned to the County by January 15th.
2. Upon receipt of the form from the owner, check it to see that the rent has not been raised more than allowed (original rent and subsequent years will be shown and recorded on the master list). In cases of vacancies or new tenants, check to see if the new rental rates are within the approved Fair Market Rent Schedule limits.
3. The County will cross-check information provided by the property owner with information provided by the tenant. When the owner and renter has complied, file the completed forms in the owner's file and discard the duplicate form for that year. If the rent has been increased more than allowable, the owner must be advised that they have violated the Rent Limitation Agreement and must reduce the rent accordingly.
4. Once the 5 years of the Agreement has passed, the owner-investor is contacted to release the RLA. The release document signed by the County and the Borrower/Applicant and is filed at the County Clerk

RECORDING REQUESTED BY:
Document entitled to free recording
per *Government Code § 6103*

WHEN RECORDED MAIL TO:
County Administrator's Office
c/o Senior Management Analyst
625 Court Street #202
Woodland, CA 95695

Space above this line for Recorder.

RENT LIMITATION AND TENANCY SCHEDULE AGREEMENT

This Rent Limitation and Tenancy Schedule Agreement is executed this ____ day of _____, 20__, by _____, (hereinafter referred to as "Borrower/Applicant") in consideration of the receipt of a Community Development Block Grant rehabilitation loan/grant for health and safety repairs to real property in the County, State of California described as follows:

***** LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF*****

Borrower/Applicant agrees to operate the property described in accordance with the following terms:

1. In no instance shall any rent increase raise the rent above the U.S. Department of Housing and Urban Development currently published Section 8, Fair Market Rent (FMR) schedule. If the current rents are above HUD's currently published fair market rents at the time of loan/grant application then as part of accepting these funds, the Borrower/Applicant agrees to lower the rents such that all the units in the project being assisted with CDBG funds have rents at or below HUD's currently published Fair Market Rents.
2. Of the ____ unit(s) subject to this Agreement, ____ unit(s) shall be available to and rented by low-income persons upon each vacancy created by the vacation of an existing tenant.
3. Occupied Units
 - a. If displaced, existing tenants will have an absolute right of return after rehabilitation is complete.
 - b. Units initially occupied by non-low-income households which become vacant shall be rented to low-income households in accordance with Section 5 of this agreement.
 - c. Rents shall remain at pre-loan application levels until rehabilitation improvements are completed as evidenced by the Notice of Completion.

- d. At the completion of rehabilitation, monthly rent including estimated average utility cost does not exceed the lesser of:
 - 1) HUD’s currently published Fair Market Rent
 - 2) the tenant's monthly rent and estimated average monthly utility cost at pre-loan/grant application level; or

4. Units Vacant at the time of Rehabilitation

Initial rent charges shall not exceed HUD’s currently published Fair Market Rent Schedule.

5. Units Vacated within the term of the Rent Limitation Agreement

Upon vacancy of any unit(s) under this Agreement, Borrower/Applicant shall agree to rent such unit(s) to low-income families. Rents may not be increased above HUD’s currently published Fair Market Rent. Borrower/Applicant shall affirmatively seek low-income persons by advertising for them locally or contacting the local housing authority. Where such actions do not result in eligible low-income tenants, Borrower/Applicant shall contact and seek guidance from the County agency responsible for monitoring the agreement.

- 6. The following are the maximum rents which may be charged during the first year after rehabilitation has been completed, subject to annual adjustment based on changes in the FMR schedule, notwithstanding any change(s) of ownership or transfer(s) of the property:

Unit #	Unit Size (By # of Bedrooms)	Monthly Rent	+ Utility Costs	=	Total
_____	_____	_____	+	_____	= _____
_____	_____	_____	+	_____	= _____
_____	_____	_____	+	_____	= _____
_____	_____	_____	+	_____	= _____

- a. In every case of proposed rent increase, the tenant(s) affected shall receive written notice of the amount of the increase at least 60 days prior to the proposed date of such increase. In no case shall the rent be raised above HUD Fair Market Rates.
 - b. Borrower/Applicant shall annually provide the County with a written list of current occupants' name and monthly rents by January 15th each year for five (5) years. The County may verify this information with the applicant.
7. Borrower/Applicant acknowledges that should: 1) a non-low-income family occupy the unit; or 2) rents in excess of those permitted by this Agreement are charged, this will be cause for appropriate action to be taken by the County. This action will include but not be limited to: declaring a default and accelerating repayment of the Community Development Block Grant Loan/Grant; requiring repayment of excess rents to tenants; seeking an injunction against any violation to this Agreement; requesting the judicial appointment of a receiver to take over and operate the property in accordance with the terms of this Agreement; or seeking such other relief as may be appropriate.

**COUNTY OF YOLO
HOUSING REHABILITATION PROGRAM
CONFIRMATION OF RENT and INCOME**

DATE: _____

TO: OCCUPANT

Street Address

County, State Zip Code

INSTRUCTIONS: Please provide the following information and return this form, signed and dated, by _____ to the County, County Administrator's Office, c/o Senior Management Analyst, 625 Court Street #202, Woodland, CA 95695.

RENT CONFIRMATION:

I CONFIRM THAT I AM PAYING \$_____ MONTHLY RENT.
I HAVE BEEN PAYING THIS AMOUNT SINCE (DATE) _____.

I PAY FOR THE FOLLOWING UTILITIES:

	YES	NO	AMOUNT
WATER	_____	_____	_____
SEWER	_____	_____	_____
ELECTRICOUNTY	_____	_____	_____
GAS	_____	_____	_____
OTHER	_____	_____	_____

INCOME CONFIRMATION:

My GROSS INCOME (BEFORE TAXES) for the previous year was \$_____.

Tenant Signature

Date

**COUNTY OF YOLO
HOUSING REHABILITATION PROGRAM
RENT LIMITATION AGREEMENT VERIFICATION**

DATE:

SEND TO:
OWNER(S) NAME:
ADDRESS:

OWNER: Please provide the following information and return this form, signed and dated, by _____ to the County, C/O Yolo County Housing, 147 W. Main St., Woodland, CA 95695. Attn: Senior Management Analyst

RENTAL UNIT LOCATED AT: _____

NAME OF CURRENT OCCUPANT/S: _____

MONTHLY RENT OF THE ABOVE DATE: \$ _____

CERTIFICATION

I certify that the information given in this form is true and accurate to the best of my knowledge. I am aware that there are penalties for willfully and knowingly giving false information. I understand that the information on this form is subject to verification. Penalties for falsifying information may include repayment of all assistance received, or prosecution under the law.

Signature

Date

**COUNTY OF YOLO - HOUSING REHABILITATION PROGRAM
RENTAL LIMITATION SCHEDULE**

2019 Fair Market Rent Schedule for Yolo County:					
No. of Bedrooms	0	1	2	3	4
Rent Limitation	\$953	\$1,015	\$1,342	\$1,935	\$2,357

Section 8 Payment Standard Rent Schedule:					
No. of Bedrooms	1	2	3	4	5
Rent Limitation	\$ 1,015	\$1,342	\$ 1,896	\$ 2,239	\$ 2,575

At no time can the rent of a tenant exceed the Fair Market Rent Schedule. These guidelines are updated every year by HUD and may change. If you wish to check the status of the schedule or have any questions, please call the County at (530) 669-2228.

RECORDING REQUESTED BY:
Document entitled to free recording
per *Government Code § 6103*

WHEN RECORDED MAIL TO:
County Administrator's Office
c/o Senior Management Analyst
625 Court Street #202
Woodland, CA 95695

Space above this line for Recorder's Use.

RELEASE FOR RENT LIMITATION AGREEMENT

1. We the undersigned, hereby formally acknowledge and attest that the Rent Limitation Agreement executed by us, effective _____, and recorded at the office of the _____, County at volume _____, page(s) _____, has expired by its terms and is no longer in effect.
2. The subject real property at _____ is hereby released.
3. Lender hereby irrevocably waives and releases any right, title, or interest it may have in the subject real property as conveyed by the aforesaid agreement; reserving to itself all other remedies it may have arising under the aforesaid agreement.
4. This release from rental agreement is separate and apart from any extant rights, title or interest which Lender may own or assert under any deed of trust on or other encumbrance of the subject real property.

DATED: _____

County

OWNER

OWNER

ATTACHMENT E

LOAN SERVICING POLICIES AND PROCEDURES FOR THE COUNTY OF YOLO

The **County** of Yolo, hereinafter called “Lender” has adopted these policies and procedures in order to preserve its financial interest in properties, whose “Borrower/Applicants” have been assisted with public funds. The Lender will to the greatest extent possible follow these policies and procedures but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan’s principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) required Rent Limitation Agreement and monitoring of investor properties; 5) loans with annual occupancy restrictions and certifications 6) required noticing and limitations on any changes in title or use of property; 7) required noticing and process for requesting a subordination during a refinance; 8) process of foreclosure in case of default on the loan.

1) Loan Repayments:

The Lender will collect monthly payments from those Borrower/Applicants who are obligated to do so under an Installment Note, which are amortized promissory notes, (or Lender will use Evergreen loan collection company to collect payments). Late fees will be charged for payments received after the assigned monthly date.

For Straight Notes, which are deferred payment loans; the Lender may accept voluntary payments on the loan. Loan payments will be credited to the interest first and then to principal. The Borrower/Applicant may repay the loan balance at any time without penalty.

2) Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, Borrower/Applicant must maintain property insurance coverage naming the Lender as loss payee in first position or additional insured if the loan is a second mortgage. If Borrower/Applicant fails to maintain the necessary insurance, the Lender may take out forced place insurance to cover the property while the Borrower/Applicant puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower/Applicant’s new insurance.

When a property is located in a 100 year floodplain, the Borrower/Applicant will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance will be required at close of escrow. The lender may check the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower/Applicant fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, the Lender encourages Borrower/Applicant to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3) Required Request for Notice of Default:

When the Borrower/Applicant's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Lender's loan. This document requires any senior lien holder listed in the notice to notify the lender of initiation of a foreclosure action. The Lender will then have time to contact the Borrower/Applicant and assist them in bringing the first loan current. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lien holder, it is in their best interest to contact any other senior lien holders regarding the status of their loans.

4) Required Rent Limitation Agreement for Investor Properties:

All owner investor properties which receive loans from the Lender will be required to enter into a rent limitation agreement which restricts the tenants and the rents on the property for a fixed period of time, depending on the public funds used. The rent limitation agreement will be recorded on title of the property and non-compliance with this agreement can lead to foreclosure action by the Lender. The rent limitation agreement will be monitored annually to ensure that low or very low-income households occupy the assisted investor units and that the rents charged to those households is affordable. In some cases the units must be inspected annually to ensure that they are up to minimum health and safety standards. At the end of the designated affordability period, the Lender will release the Borrower/Applicant from the rent limitation agreement.

5) Annual Occupancy Restrictions and Certifications:

On some owner occupant loans the Lender may require that Borrower/Applicants submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. Other loans may have income and housing cost evaluations, which require a household to document that they are not able to make repayments, typically every five years. These loan terms are incorporated in the original note and deed of trust.

6) Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower/Applicant must notify the Lender in writing of any change. Lender and Borrower/Applicant will work together to ensure the property is kept in compliance with the original program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrower/Applicants do estate planning (adding a relative to title) or if a

Borrower/Applicant dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower/Applicant may move and turn the property into a rental unit without notifying the Lender. Changes in title or occupancy must be in keeping with the objective of benefit to the Targeted Income Group (TIG) families.

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the seller may either pay the loan in full or the buyer may assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Lender's Loan Committee.

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on family size and household income, provided the heir is in the TIG. If the heir intends to occupy the property and is non-TIG, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Lender's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner occupied to rental, the loan is due in full. If the Borrower/Applicant or new owner investor requests that the existing loan be assumed and agrees to the current Lender rates and terms for owner investor properties and the rent limitation agreement, then the outstanding balance may be refinanced, subject to the review and approval of the Lender's Loan Committee.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrower/Applicants may request that the Lender allow for a partial conversion where some of the residence is used for a business but the family still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

7) Requests for Subordinations:

When a Borrower/Applicant wishes to refinance the property, they must request a subordination request to the Lender. The Lender will only subordinate their loan when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third party debt pay-offs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the family with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance agency, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Lender.

8) Process for Loan Foreclosure/Default:

Upon any condition of loan default: 1) non payment; 2) lack of insurance or property tax payment; 3) violation of rent limitation agreement; 4) change in title or use without approval; 5) default on senior loans, the Lender will send out a letter to the Borrower/Applicant notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

When a senior lien holder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lien holder, may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount, or payoff amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower/Applicant to determine if, upon paying the senior lienholder current, the Borrower/Applicant can provide future payments. If this is the case then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Lender determines, based on information on the reinstatement amount and status of Borrower/Applicant, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lien holder in total and restructure the debt such that the unit is made affordable to the Borrower/Applicant. If the Lender does not have sufficient funds to pay the senior lien holder in full, then they may choose to cure the senior lien holder and foreclose on the property themselves. As long as there is sufficient value in the property, the Lender can afford to pay for the foreclosure process and pay off the senior lien holder and retain some or all of their investment.

If the Lender decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lien holder before five (5) days prior to the foreclosure sale date, the senior lien holder would then require a full payoff of the balance, plus costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

Lender As Senior Lien holder

When the Lender is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner

until loan payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower/Applicant refinance with a private lender and pay off the Lender?
- 3) Can the Borrower/Applicant sell the property and pay off the Lender?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower/Applicant must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

ATTACHMENT F**COUNTY OF YOLO
HOUSING REHABILITATION PROGRAM GUIDELINES****GUIDELINES FOR RELIEF OF OVERCROWDING AND
TEST FOR RECONSTRUCTION STATUS**

CDBG Standards for Unit Occupancy								
Unit Size (# of Bedrooms)	SRO	0	1	2	3	4	5	6
Max. No. of Persons in Household	1	1	2	4	6	8	10	12

Room and Bathroom Additions

- Opposite sex children under 6 years of age may share a bedroom.
- Opposite sex children 6 years of age and older may have their own bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Same sex children of any age may share a bedroom.
- 5 or more people - a second bathroom may be added.
- 10 or more people - a third bathroom may be added.
- Same rules apply to mobile home units.

INCLUDE A COPY OF THIS WITH DOCUMENTATION OF OVERCROWDING AND WHAT RELIEF YOU ARE PROPOSING IN YOUR PROJECT FILE.

Signature of Local Official

Date

Signature(s) of Owner(s)

Date(s)

Signature(s) of Owner(s)

Date(s)

Attach the following documents and certification to support this determination:

- Staff Rehabilitation Cost Estimate.
- Staff Reconstruction Cost Estimate.
- An Appraisal which shows the Estimated Fair Market Value of the Dwelling after Reconstruction, Including Land.
- Estimated Value of Comparable New Construction, Including Land.

I, _____(Name & Title), the official designated for CDBG activities by the governing body for the County of _____, certify that the above statements are true and that supporting documentation is on file.

Signature of Local Official

Date

ATTACHMENT H

COUNTY OF YOLO HOUSING REHABILITATION PROGRAM GUIDELINES PROJECT SPECIFIC NEPA REVIEW AND LEAD HAZARD CHECKLIST

REHABILITATION ENVIRONMENTAL REVIEW Appendix A Form FOR EACH PROPERTY ASSISTED UNDER REHABILITATION PROGRAM

Complete and include this form in each rehab project file

APPENDIX A 2004 (All previous versions are obsolete)

This Appendix A must be completed for each residential structure proposed for minor rehabilitation and/or acquisition before HUD funds are committed to specific projects. It may be used only in conjunction with a currently valid **RER** (Rehabilitation Environmental Review) form. Completion of the Appendix A will not require the submission of an additional RROF/EC (Request for Release of Funds/ Environmental Certification) if it was submitted at the conclusion of the RER, unless there are unanticipated impacts/circumstances which have previously not been adequately addressed.

Building Address:

Part III HISTORIC PRESERVATION

1. Does the project involve only those activities permitted without further consultation under a currently valid **programmatic agreement** among the responsible entity, the State Historic Preservation Officer (**SHPO**) or Tribal Historic Preservation Officer (**THPO**) and/or the Advisory Council on Historic Preservation?
() Yes () No

If yes, note date of programmatic agreement _____ and STOP here; the Section 106 Historic Preservation review is complete. If no, PROCEED.

2. Does the project involve only acquisition and/or minor, interior rehabilitation of a 1-4 unit residential structure that is **less than 50 years old**, with **no visible changes to the exterior** and **no potential to cause effects** on historic properties per §800.3(a)(1)? () Yes () No

If Yes, record date of building construction _____, age: _____ years, and STOP here. The Section 106 Historic Preservation review part is complete. If No, PROCEED.

3. If the proposed rehabilitation involves exterior physical work on any structure, **determine** -in consultation with the appropriate **SHPO/THPO**- whether the building is **listed or eligible** for inclusion in the National Register of Historic Places (NR).

Is the building listed in or eligible for listing in the NR? () Yes () No

If No, attach SHPO/THPO concurrence or other evidence of conclusion and STOP here. This part is complete pursuant to 36 CFR §800.4(d). If Yes, Proceed.

4. Determine whether **historic properties are affected** per §800.4(d). Has SHPO/THPO concurred with your fully documented determination of "no historic properties affected", or failed to object within 30 days of receipt of such determination?

- () Yes. Enclose documentation and stop here. Section 106 review is complete.
() No. Proceed.

5. **Determine whether the project will have adverse effect** on historic properties according to § 800.5, in consultation with the SHPO/THPO and consulting parties [see §800.2(c)].

Will this project have an adverse effect on historic properties? ()Yes ()No

If "no", attach SHPO/THPO concurrence and STOP here. This part is complete per 36 CFR §800.5(d)(1). If "yes", PROCEED.

6. Resolve Adverse Effects per §800.6 -in consultation with the SHPO/THPO, the Advisory Council on Historic Preservation (ACHP) if participating, and any consulting parties. The loan or grant may not be approved until adverse effects are resolved according to §800.6 or ACHP comment is considered by the Responsible Entity.

NOTES: 1. The determination/consultation of eligibility for the NR, may be sent to SHPO/THPO concurrently with the determination/consultation of effect or no effect and with the determination/consultation of adverse/no adverse effects.

2. The jurisdiction's Chief Executive Officer cannot delegate the decision to approve a project in opposition to Advisory Council comment. 3. Keep copies of this form, all SHPO/THPO and ACHP correspondence in the ERR as evidence of compliance with Section 106 of the National Historic Preservation Act.

Part IV Airport Clear Zones

1. Does this project involve the purchase or sale of existing property? ()Yes ()No
If no, STOP here. This part is complete, pursuant to 24 CFR Subpart D §51.302. If yes, PROCEED.

2. Is the subject property located in the Clear Zone (CZ), Approach Protection Zone, or in the Runway Clear Zone (RCZ) of a commercial civil airport or military airfield? ()Yes ()No
Source Documentation:

If no, STOP here; this part is complete. If yes, PROCEED.

Provide a **disclosure statement** advising the buyer that the property is in a RCZ or CZ, what the implications of such a location are and that there is a possibility that the property may, at a later date, be acquired by the airport operator. Obtain the buyer's signature acknowledging receipt of this information and attach it to this Appendix. (This disclosure requirement does not apply to Accident Potential Zones).

Part V Explosive & Flammable Operations

1. Will this proposed acquisition/rehabilitation project result in increased residential density or cause a vacant building to become physically or legally habitable?

- () Yes () No

If the answer to both parts of the question is No, STOP HERE. This part is complete per 24 CFR §51.201.

If the answer is Yes, PROCEED.

2. Is this proposed project within 1 mile of any visible, explosive-or-flammable-substance container (a stationary, above-ground tank with a capacity of more than 100 gallons)?

- () Yes () No (See 24 CFR 51C, Appendices I and II).

Field inspection by: _____ Date: _____
If No, STOP here. This part is complete. If yes, PROCEED.

3. Note Tank volume: _____ gallons, or diked area around tank: _____ square feet.
Record distance from the project to the flammable/explosives container: _____ feet.

4. According to HUD Guidebook "Siting of HUD-Assisted Projects Near Hazardous Facilities" (HUD-1060-CPD), the **Acceptable Separation Distance (ASD)** for both, blast overpressure **and** thermal radiation is: _____ feet. (The applicable ASD [see Appendix F for Thermal Radiation or Appendix G for Blast Overpressure] is the greater of the two distances).
The project is located at an Acceptable Separation Distance according to Appendices F and G.
() Yes () No If yes, STOP here; this part is complete.
If no, () DENY PROJECT APPROVAL, or
() APPROVE only with the following mitigation measures designed in compliance with 24 CFR §51.205:

Part VI Toxic/Hazardous/Radioactive Materials, Contamination, Chemicals or Gases (24 CFR 58.5(i)(2))

1. Are there visible dumps, landfills, industrial sites or other locations containing or releasing toxic/hazardous/ radioactive/ materials, chemicals or hazardous wastes on or near the subject site?
() Yes () No Proceed.

2. Does this project site contain an underground storage tank (which is not a residential fuel tank)?
() Yes () No Proceed.

Field Inspection by: _____
Date: _____

3. Do Federal, State or local environmental records sources reveal nearby on or nearby sites that may pose threats to the subject site occupants' health or safety? () Yes () No Document, proceed.
Environmental Records Sources researched:

4. **Determination:** Is the subject property is free of hazardous materials, contamination, toxic chemicals, gases and radioactive substances which could affect the health or safety of occupants or conflict with the intended use of the property? () Yes () No
If yes, the proposal is in compliance with HUD environmental policy on toxic/hazardous substances.
If no, proceed.

5. Gather all pertinent information about the on-site or nearby toxic hazard - e.g. waste characteristics, quantity, distance, prevailing wind direction, direction of slope, etc. Contact the State Department of Health Services or Air Quality Management District (in California), as needed, for assistance in assessing exposure to health hazards. Determine whether nearby toxic, hazardous or radioactive substances could affect the health and safety of project occupants.

6. Mitigate the adverse environmental condition by shielding, removing or encapsulating the toxic substances in accordance with the requirements of the appropriate Federal, state or local oversight agency; **OR** reject the subject proposal. DENY HUD ASSISTANCE if, after mitigation, the housing is still determined to be in an UNSAFE OR UNHEALTHY ENVIRONMENT. Attach all pertinent documentation.

_____	_____	_____	Preparer Name
and Title	Signature	Date	Responsible
Entity Official-Name and Title	Signature	Date	

ATTACHMENT I

Complete and include this form in each rehab project file:

CDBG LBP Checklist for Rehabilitation

Name of Applicant: _____ Date _____

Address: _____

1. ____ If the house was completed prior to 1/1/78, go on to #2. If the house was completed on or after 1/1/78, **STOP**, you are done w/your LBP. Provide proof of age. Use certificate of insurance, final sign off, or occupancy date.
2. ____ Does the dwelling meet any of the exemptions listed in chapter 20 of the Grant Management Manual? If so, **STOP**, you are done w/your LBP requirements. Use LBP-1 to document. List exemption below: _____. If not, proceed to #3.
3. ____ Provide “How to Protect Your Family From Lead” pamphlet to recipients/occupants and retain proof of receipt. For tenants, use “Renter’s Lead-Based Paint Disclosure “ form found in Section 19 of this chapter. Use renter form, at a minimum, as long as the RLA is effective.
4. ____ Obtain work write up. **Intent Policy:** Any LBP hazards identified outside work write up subject to mitigation controls required by Federal Rehabilitation Assistance Categories (see p.20-17), and must “work safe” on activities in work write up. Determine if a presumption strategy is beneficial for this dwelling. (see p.20-19) If presuming LBP, notice using Notice of Presumption, CDBG form LBP-1, and no RA required. If RA opted for, go to #5.
5. ____ Procure DHS certified risk assessor/inspector for the RA and obtain proof of certification
Note: May proceed with RA, or proceed with abbreviated evaluation, the Lead Hazard Screen (LHS). LHS is property-wide, not for one portion of the dwelling. If LHS results are negative for LBP, then may begin the rehab w/o LBP concerns. If the LHS results are positive for LBP, then must proceed with an RA. In either case, within 15 days, notice and retain copies of the appropriate notice. Use DHS form 8552.
6. ____ Address any relocation due to LBP work. See GMM, chapter 6.
7. ____ Procure rehab contractor for work write up and use appropriate workers/supervisor (pp.20-17 & 20-20 (a)-(c)). At a minimum, must “work safe.”
8. ____ For identified LBP hazards called out in the RA, procure DHS certified LBP contractor and determine which LBP mitigation method(s) to use in the home.
9. ____ Prior to work starting, notice and retain copy of DHS form 8551, Abatement of Lead Hazards Notification, which provides information about LBP work to be done.

10.____Have the rehab and LBP work done and obtain proof of training (DHS certification for supervisor and all workers, work safe training, etc.). See p.20-17 & 20-20 (a)-(c).

11.____Obtain clearance report, using DHS form 8552, Lead Hazards Evaluation Report (and DHS form 8551, when clearing abatement projects). Clearance report cannot be done by the same business entity that performed any evaluated component. Obtain proof of DHS RA certification.

12.____Within 15 days of LBP hazard work being finalized, notice and retain copy of Notice of Hazard Reduction Activity. Use CDBG form LBP-1.

ATTACHMENT J

COUNTY OF YOLO

HOUSING REHABILITATION PROGRAM

MARKETING PLAN

Marketing Process

This Plan defines the marketing process for those activities that "get the word out" about the availability of housing resources, whether it be special funding to make housing repairs and/or to make housing more affordable. The process includes the planning and preparation of program materials and the distribution of these materials. There is no substitute for clear information that is widely and affirmatively disseminated throughout the area.

Fair Housing/Equal Opportunity

All outreach efforts will be done in accordance with state and federal fair lending regulations, Fair Housing and Equal Opportunity law and HCD affirmative marketing policy to assure nondiscriminatory treatment, outreach and access to the Program. No person shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development Block Grant (CDBG) funds on the basis of their religion or religious affiliation, age, race, color, creed, ancestry, national origin, gender, marital or familial status (children), physical or mental disability, medical condition, sexual orientation, or other arbitrary cause.

A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions may be based upon a characteristic analysis comparison (census data may be used) of the Program's eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program.

B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The County will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

Any individual who believes they have been discriminated against in a housing related action, may contact Legal Services of Northern California, 619 North St., Woodland, Ca. 95695 or 530.662.1065 or Department of Fair Employment and Housing, 800.884.1684.

Program Staff must attend an online or in-person Fair Housing Certification Workshop annually and provide proof of attendance to Management.

Overview

The Marketing Plan will be reviewed annually for any updates in laws or local policies. Flyers and other outreach materials, will be widely distributed in the Program-eligible area in English, Spanish and any other language that is the primary language of a significant portion of the area residents.

Forms of marketing may include flyers, brochures, newspaper ads/press releases, articles and public service announcements including on County website and social media.

Flyers and brochures will be distributed at local government buildings, other public buildings including Post Offices and the County Library branches, Community Centers and through the mail/email, as well as to businesses/non-profits/churches/volunteer fire stations and sheriffs depts that assist those not likely to apply without special outreach. The County will make a special effort to involve those organizations that have regular contact with minorities or whose mission is closely related to promoting diversity. The County Code Enforcement team and YOLO 2-1-1 Information Center will be contacted as well.

Advertisements and articles will be published in newspapers that are widely circulated nearest to those rural communities. These are very close-knit communities where word of mouth moves faster than other means of outreach.

Type of Information Details Disseminated

- Program Description;
- Service area;
- Eligibility Requirements;
- Maximum income permitted to qualify;
- The location and business hours or website for obtaining an application;
- Dates of the application process;
- Process steps;
- Program Contact Information; and
- Fair Housing/Equal Opportunity logo.

Established working relationships with local lending agencies can also aid in informing the

public by facilitating the distribution of informational fliers to households seeking financial assistance for repairs that are unable to obtain conventional financing.

Informational meetings may be offered to potential participants to explain Program requirements. Often, minimal formal outreach efforts are required as the need for assistance generally exceeds funds available. However, marketing measures will be actively performed in order to maintain a healthy interest list.

Characteristics on all applicants and participants will be collected and compared with the Sponsor's demographics. Should the County find that there are underserved segments of the population, a plan to better serve them will be developed and implemented.

Program Staff will track all marketing outreach efforts and results to ensure all community members have equal access to the program and that affirmatively fair housing requirements are met. A record will be maintained by the County identifying what marketing materials are used, and when and where they are distributed.

Target Population

The program will be marketed in the unincorporated areas of Yolo County which include Brooks, Capay, Clarksburg, Dunnigan, Esparto, Guinda, Knights Landing, Madison, Rumsey, Yolo and Zamora to single family homeowners who are low income and owner investors (rentals-tenants must be low-income). Demographics will be reviewed for the unincorporated areas and will be considered as applications are received.

Low income is defined as the cumulative gross annual income(s) (as determined by using federal regulations 24 CFR Part 5) for all persons age 18 years and over, occupying the residence and must not exceed 80% of the County's median income as published annually by the U.S. Department of Housing and Urban Development (HUD).

Owner properties must be in need of repairs as described in the Guidelines. Owners must provide evidence of ownership and proof of proper rental agreements, as required. Owners must work with their renters to inform them of their application and the impacts to the tenants if application is approved-i.e. possible relocation rules & options, access to inside of home for inspections/repairs, initial and annual income qualification documents of all tenant members (18 and older) of household. The County does not require Rental Housing Licensing by owners.

Timeline

Marketing will begin as soon as funding and contracts are approved and signed and materials are developed. Applications will be received and logged with date and time on a first come, first serve basis.

from receipt. Staff will crosscheck the information supplied by tenant and owner for compliance and file the information.

Should any violations be discovered, the owner/investor will be notified and instructed to remedy the violation immediately. Any overcharges will be credited to the tenant household. If the situation is not remedied so that the owner/investor is brought into compliance with the terms of the RLA, then the owner/investor will be notified that they are in default and the County may require immediate repayment of the CDBG loan and any processing fees associated with the original loan and the collection of said loan; require repayment of excess rent to tenants; seek an injunction against any violation of the RLA; request judicial appointment of a receiver to take over and operate the property in accordance with the terms of the RLA; or seek other relief as appropriate.

E) Change of Title or Occupancy:

In all cases, the original owner-investor is subject to terms of the Uniform Relocation Act and the Section 104 (d) of the Housing and Community Development Act of 1974.

When a rental property with an unexpired RLA is sold to a person who will occupy the property as his or her principal residence (or who will otherwise require the existing tenant to move), the current tenant must be given 90 days notice to vacate and must be paid relocation costs for the duration of the RLA. Relocation costs are equal to the difference between the tenant's rent under the RLA and what it will cost the tenant to rent comparable housing for the duration of the RLA.

Any change in title or occupancy will have an effect on the conditions of the RLA and the owner-investor should be informed and aware of all the possible repercussions of a change in title or occupancy. The program guidelines give detailed explanations of the repercussions of changing title or occupancy. Please read the program guidelines carefully and ask the County Administrator or designee any questions you may have. In addition, you must notify the County or its designee if you are planning to make any changes in tenant occupancy or property ownership.

F) Release of Rent Limitation Agreement:

The RLA will be released after 5 years.

**RENT LIMITATION AGREEMENT
INSTRUCTIONS FOR PROGRAM ADMINISTRATOR**

A) Processing a Rent Limitation Agreement:

1. When an owner-investor requests that an application for the CDBG program be processed they must be made aware of the RLA and their tenants must be made aware of the owner-investors intentions and sent relocation information.
2. After verification of the rent and income of the existing tenant(s), both the landlord and tenant(s) must be notified that until the RLA is signed and filed, no rent increases can take place until after the construction is completed. Any future rent increase must be up to the current HUD Fair Market Rents for the community. If the rents are above HUD Fair Market Rents and low income families are forced to move out because of that, then those families are eligible for permanent relocation benefits under Section 104 (d).
3. Lastly, ensure the proper documents are obtained and filed at the County Clerk at the time of loan processing, and that the proper RLA monitoring files are put in place.

B) Instructions for Obtaining Rent Limitation Agreement Verification:

1. By January 1, every year, the Request for Rent Limitation Agreement Verification must be sent out by the County to all owner/investors with RLAs in effect. These forms are in the County file, labeled "Rent Limitation Owner/Investor Letter." A duplicate set of these forms are also in each owner/investor's file. In addition, the Confirmation of Rent/Income form must be sent to all assisted tenant/unit(s) under the agreement. Both forms should be returned to the County by January 15th.
2. Upon receipt of the form from the owner, check it to see that the rent has not been raised more than allowed (original rent and subsequent years will be shown and recorded on the master list). In cases of vacancies or new tenants, check to see if the new rental rates are within the approved Fair Market Rent Schedule limits.
3. The County will cross-check information provided by the property owner with information provided by the tenant. When the owner and renter has complied, file the completed forms in the owner's file and discard the duplicate form for that year. If the rent has been increased more than allowable, the owner must be advised that they have violated the Rent Limitation Agreement and must reduce the rent accordingly.
4. Once the 5 years of the Agreement has passed, the owner-investor is contacted to release the RLA. The release document signed by the County and the Borrower/Applicant and is filed at the County Clerk

RECORDING REQUESTED BY:
Document entitled to free recording
per *Government Code § 6103*

WHEN RECORDED MAIL TO:
County Administrator's Office
c/o Senior Management Analyst
625 Court Street #202
Woodland, CA 95695

Space above this line for Recorder.

RENT LIMITATION AND TENANCY SCHEDULE AGREEMENT

This Rent Limitation and Tenancy Schedule Agreement is executed this ____ day of _____, 20__, by _____, (hereinafter referred to as "Borrower/Applicant") in consideration of the receipt of a Community Development Block Grant rehabilitation loan/grant for health and safety repairs to real property in the County, State of California described as follows:

***** LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF*****

Borrower/Applicant agrees to operate the property described in accordance with the following terms:

1. In no instance shall any rent increase raise the rent above the U.S. Department of Housing and Urban Development currently published Section 8, Fair Market Rent (FMR) schedule. If the current rents are above HUD's currently published fair market rents at the time of loan/grant application then as part of accepting these funds, the Borrower/Applicant agrees to lower the rents such that all the units in the project being assisted with CDBG funds have rents at or below HUD's currently published Fair Market Rents.
2. Of the ____ unit(s) subject to this Agreement, ____ unit(s) shall be available to and rented by low-income persons upon each vacancy created by the vacation of an existing tenant.
3. Occupied Units
 - a. If displaced, existing tenants will have an absolute right of return after rehabilitation is complete.
 - b. Units initially occupied by non-low-income households which become vacant shall be rented to low-income households in accordance with Section 5 of this agreement.
 - c. Rents shall remain at pre-loan application levels until rehabilitation improvements are completed as evidenced by the Notice of Completion.

- d. At the completion of rehabilitation, monthly rent including estimated average utility cost does not exceed the lesser of:
 - 1) HUD’s currently published Fair Market Rent
 - 2) the tenant's monthly rent and estimated average monthly utility cost at pre-loan/grant application level; or

4. Units Vacant at the time of Rehabilitation

Initial rent charges shall not exceed HUD’s currently published Fair Market Rent Schedule.

5. Units Vacated within the term of the Rent Limitation Agreement

Upon vacancy of any unit(s) under this Agreement, Borrower/Applicant shall agree to rent such unit(s) to low-income families. Rents may not be increased above HUD’s currently published Fair Market Rent. Borrower/Applicant shall affirmatively seek low-income persons by advertising for them locally or contacting the local housing authority. Where such actions do not result in eligible low-income tenants, Borrower/Applicant shall contact and seek guidance from the County agency responsible for monitoring the agreement.

- 6. The following are the maximum rents which may be charged during the first year after rehabilitation has been completed, subject to annual adjustment based on changes in the FMR schedule, notwithstanding any change(s) of ownership or transfer(s) of the property:

Unit #	Unit Size (By # of Bedrooms)	Monthly Rent	+	Utility Costs	=	Total
_____	_____	_____	+	_____	=	_____
_____	_____	_____	+	_____	=	_____
_____	_____	_____	+	_____	=	_____
_____	_____	_____	+	_____	=	_____

- a. In every case of proposed rent increase, the tenant(s) affected shall receive written notice of the amount of the increase at least 60 days prior to the proposed date of such increase. In no case shall the rent be raised above HUD Fair Market Rates.
 - b. Borrower/Applicant shall annually provide the County with a written list of current occupants' name and monthly rents by January 15th each year for five (5) years. The County may verify this information with the applicant.
7. Borrower/Applicant acknowledges that should: 1) a non-low-income family occupy the unit; or 2) rents in excess of those permitted by this Agreement are charged, this will be cause for appropriate action to be taken by the County. This action will include but not be limited to: declaring a default and accelerating repayment of the Community Development Block Grant Loan/Grant; requiring repayment of excess rents to tenants; seeking an injunction against any violation to this Agreement; requesting the judicial appointment of a receiver to take over and operate the property in accordance with the terms of this Agreement; or seeking such other relief as may be appropriate.

**COUNTY OF YOLO
HOUSING REHABILITATION PROGRAM
CONFIRMATION OF RENT and INCOME**

DATE: _____

TO: OCCUPANT

Street Address

County, State Zip Code

INSTRUCTIONS: Please provide the following information and return this form, signed and dated, by _____ to the County, County Administrator's Office, c/o Senior Management Analyst, 625 Court Street #202, Woodland, CA 95695.

RENT CONFIRMATION:

I CONFIRM THAT I AM PAYING \$_____ MONTHLY RENT.
I HAVE BEEN PAYING THIS AMOUNT SINCE (DATE) _____.

I PAY FOR THE FOLLOWING UTILITIES:

	YES	NO	AMOUNT
WATER	_____	_____	_____
SEWER	_____	_____	_____
ELECTRICOUNTY	_____	_____	_____
GAS	_____	_____	_____
OTHER	_____	_____	_____

INCOME CONFIRMATION:

My GROSS INCOME (BEFORE TAXES) for the previous year was \$_____.

Tenant Signature

Date

**COUNTY OF YOLO
HOUSING REHABILITATION PROGRAM
RENT LIMITATION AGREEMENT VERIFICATION**

DATE:

SEND TO:

OWNER(S) NAME:

ADDRESS:

OWNER: Please provide the following information and return this form, signed and dated, by _____ to the County, C/O Yolo County Housing, 147 W. Main St., Woodland, CA 95695. Attn: Senior Management Analyst

RENTAL UNIT LOCATED AT: _____

NAME OF CURRENT OCCUPANT/S: _____

MONTHLY RENT OF THE ABOVE DATE: \$ _____

CERTIFICATION

I certify that the information given in this form is true and accurate to the best of my knowledge. I am aware that there are penalties for willfully and knowingly giving false information. I understand that the information on this form is subject to verification. Penalties for falsifying information may include repayment of all assistance received, or prosecution under the law.

Signature

Date

**COUNTY OF YOLO - HOUSING REHABILITATION PROGRAM
RENTAL LIMITATION SCHEDULE**

2019 Fair Market Rent Schedule for Yolo County:					
No. of Bedrooms	0	1	2	3	4
Rent Limitation	\$953	\$1,015	\$1,342	\$1,935	\$2,357

Section 8 Payment Standard Rent Schedule:					
No. of Bedrooms	1	2	3	4	5
Rent Limitation	\$ 1,015	\$1,342	\$ 1,896	\$ 2,239	\$ 2,575

At no time can the rent of a tenant exceed the Fair Market Rent Schedule. These guidelines are updated every year by HUD and may change. If you wish to check the status of the schedule or have any questions, please call the County at (530) 669-2228.

RECORDING REQUESTED BY:
Document entitled to free recording
per *Government Code § 6103*

WHEN RECORDED MAIL TO:
County Administrator's Office
c/o Senior Management Analyst
625 Court Street #202
Woodland, CA 95695

Space above this line for Recorder's Use.

RELEASE FOR RENT LIMITATION AGREEMENT

1. We the undersigned, hereby formally acknowledge and attest that the Rent Limitation Agreement executed by us, effective _____, and recorded at the office of the _____, County at volume _____, page(s) _____, has expired by its terms and is no longer in effect.
2. The subject real property at _____ is hereby released.
3. Lender hereby irrevocably waives and releases any right, title, or interest it may have in the subject real property as conveyed by the aforesaid agreement; reserving to itself all other remedies it may have arising under the aforesaid agreement.
4. This release from rental agreement is separate and apart from any extant rights, title or interest which Lender may own or assert under any deed of trust on or other encumbrance of the subject real property.

DATED: _____

County

OWNER

OWNER

ATTACHMENT E

LOAN SERVICING POLICIES AND PROCEDURES FOR THE COUNTY OF YOLO

The **County** of Yolo, hereinafter called “Lender” has adopted these policies and procedures in order to preserve its financial interest in properties, whose “Borrower/Applicants” have been assisted with public funds. The Lender will to the greatest extent possible follow these policies and procedures but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan’s principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) required Rent Limitation Agreement and monitoring of investor properties; 5) loans with annual occupancy restrictions and certifications 6) required noticing and limitations on any changes in title or use of property; 7) required noticing and process for requesting a subordination during a refinance; 8) process of foreclosure in case of default on the loan.

1) Loan Repayments:

The Lender will collect monthly payments from those Borrower/Applicants who are obligated to do so under an Installment Note, which are amortized promissory notes, (or Lender will use Evergreen loan collection company to collect payments). Late fees will be charged for payments received after the assigned monthly date.

For Straight Notes, which are deferred payment loans; the Lender may accept voluntary payments on the loan. Loan payments will be credited to the interest first and then to principal. The Borrower/Applicant may repay the loan balance at any time without penalty.

2) Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, Borrower/Applicant must maintain property insurance coverage naming the Lender as loss payee in first position or additional insured if the loan is a second mortgage. If Borrower/Applicant fails to maintain the necessary insurance, the Lender may take out forced place insurance to cover the property while the Borrower/Applicant puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower/Applicant’s new insurance.

When a property is located in a 100 year floodplain, the Borrower/Applicant will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance will be required at close of escrow. The lender may check the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower/Applicant fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, the Lender encourages Borrower/Applicant to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3) Required Request for Notice of Default:

When the Borrower/Applicant's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Lender's loan. This document requires any senior lien holder listed in the notice to notify the lender of initiation of a foreclosure action. The Lender will then have time to contact the Borrower/Applicant and assist them in bringing the first loan current. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lien holder, it is in their best interest to contact any other senior lien holders regarding the status of their loans.

4) Required Rent Limitation Agreement for Investor Properties:

All owner investor properties which receive loans from the Lender will be required to enter into a rent limitation agreement which restricts the tenants and the rents on the property for a fixed period of time, depending on the public funds used. The rent limitation agreement will be recorded on title of the property and non-compliance with this agreement can lead to foreclosure action by the Lender. The rent limitation agreement will be monitored annually to ensure that low or very low-income households occupy the assisted investor units and that the rents charged to those households is affordable. In some cases the units must be inspected annually to ensure that they are up to minimum health and safety standards. At the end of the designated affordability period, the Lender will release the Borrower/Applicant from the rent limitation agreement.

5) Annual Occupancy Restrictions and Certifications:

On some owner occupant loans the Lender may require that Borrower/Applicants submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. Other loans may have income and housing cost evaluations, which require a household to document that they are not able to make repayments, typically every five years. These loan terms are incorporated in the original note and deed of trust.

6) Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower/Applicant must notify the Lender in writing of any change. Lender and Borrower/Applicant will work together to ensure the property is kept in compliance with the original program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrower/Applicants do estate planning (adding a relative to title) or if a

Borrower/Applicant dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower/Applicant may move and turn the property into a rental unit without notifying the Lender. Changes in title or occupancy must be in keeping with the objective of benefit to the Targeted Income Group (TIG) families.

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the seller may either pay the loan in full or the buyer may assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Lender's Loan Committee.

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on family size and household income, provided the heir is in the TIG. If the heir intends to occupy the property and is non-TIG, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Lender's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner occupied to rental, the loan is due in full. If the Borrower/Applicant or new owner investor requests that the existing loan be assumed and agrees to the current Lender rates and terms for owner investor properties and the rent limitation agreement, then the outstanding balance may be refinanced, subject to the review and approval of the Lender's Loan Committee.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrower/Applicants may request that the Lender allow for a partial conversion where some of the residence is used for a business but the family still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

7) Requests for Subordinations:

When a Borrower/Applicant wishes to refinance the property, they must request a subordination request to the Lender. The Lender will only subordinate their loan when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third party debt pay-offs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the family with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance agency, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Lender.

8) Process for Loan Foreclosure/Default:

Upon any condition of loan default: 1) non payment; 2) lack of insurance or property tax payment; 3) violation of rent limitation agreement; 4) change in title or use without approval; 5) default on senior loans, the Lender will send out a letter to the Borrower/Applicant notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

When a senior lien holder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lien holder, may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount, or payoff amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower/Applicant to determine if, upon paying the senior lienholder current, the Borrower/Applicant can provide future payments. If this is the case then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Lender determines, based on information on the reinstatement amount and status of Borrower/Applicant, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lien holder in total and restructure the debt such that the unit is made affordable to the Borrower/Applicant. If the Lender does not have sufficient funds to pay the senior lien holder in full, then they may choose to cure the senior lien holder and foreclose on the property themselves. As long as there is sufficient value in the property, the Lender can afford to pay for the foreclosure process and pay off the senior lien holder and retain some or all of their investment.

If the Lender decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lien holder before five (5) days prior to the foreclosure sale date, the senior lien holder would then require a full payoff of the balance, plus costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

Lender As Senior Lien holder

When the Lender is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner

until loan payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower/Applicant refinance with a private lender and pay off the Lender?
- 3) Can the Borrower/Applicant sell the property and pay off the Lender?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower/Applicant must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

ATTACHMENT F**COUNTY OF YOLO
HOUSING REHABILITATION PROGRAM GUIDELINES****GUIDELINES FOR RELIEF OF OVERCROWDING AND
TEST FOR RECONSTRUCTION STATUS**

CDBG Standards for Unit Occupancy								
Unit Size (# of Bedrooms)	SRO	0	1	2	3	4	5	6
Max. No. of Persons in Household	1	1	2	4	6	8	10	12

Room and Bathroom Additions

- Opposite sex children under 6 years of age may share a bedroom.
- Opposite sex children 6 years of age and older may have their own bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Same sex children of any age may share a bedroom.
- 5 or more people - a second bathroom may be added.
- 10 or more people - a third bathroom may be added.
- Same rules apply to mobile home units.

INCLUDE A COPY OF THIS WITH DOCUMENTATION OF OVERCROWDING AND WHAT RELIEF YOU ARE PROPOSING IN YOUR PROJECT FILE.

Signature of Local Official

Date

Signature(s) of Owner(s)

Date(s)

Signature(s) of Owner(s)

Date(s)

Attach the following documents and certification to support this determination:

- Staff Rehabilitation Cost Estimate.
- Staff Reconstruction Cost Estimate.
- An Appraisal which shows the Estimated Fair Market Value of the Dwelling after Reconstruction, Including Land.
- Estimated Value of Comparable New Construction, Including Land.

I, _____(Name & Title), the official designated for CDBG activities by the governing body for the County of _____, certify that the above statements are true and that supporting documentation is on file.

Signature of Local Official

Date

ATTACHMENT H

COUNTY OF YOLO HOUSING REHABILITATION PROGRAM GUIDELINES PROJECT SPECIFIC NEPA REVIEW AND LEAD HAZARD CHECKLIST

REHABILITATION ENVIRONMENTAL REVIEW Appendix A Form FOR EACH PROPERTY ASSISTED UNDER REHABILITATION PROGRAM

Complete and include this form in each rehab project file

APPENDIX A 2004 (All previous versions are obsolete)

This Appendix A must be completed for each residential structure proposed for minor rehabilitation and/or acquisition before HUD funds are committed to specific projects. It may be used only in conjunction with a currently valid **RER** (Rehabilitation Environmental Review) form. Completion of the Appendix A will not require the submission of an additional RROF/EC (Request for Release of Funds/ Environmental Certification) if it was submitted at the conclusion of the RER, unless there are unanticipated impacts/circumstances which have previously not been adequately addressed.

Building Address:

Part III HISTORIC PRESERVATION

1. Does the project involve only those activities permitted without further consultation under a currently valid **programmatic agreement** among the responsible entity, the State Historic Preservation Officer (**SHPO**) or Tribal Historic Preservation Officer (**THPO**) and/or the Advisory Council on Historic Preservation?

() Yes () No

If yes, note date of programmatic agreement _____ and STOP here; the Section 106 Historic Preservation review is complete. If no, PROCEED.

2. Does the project involve only acquisition and/or minor, interior rehabilitation of a 1-4 unit residential structure that is **less than 50 years old**, with **no visible changes to the exterior** and **no potential to cause effects** on historic properties per §800.3(a)(1)? () Yes () No

If Yes, record date of building construction _____, age: _____ years, and STOP here. The Section 106 Historic Preservation review part is complete. If No, PROCEED.

3. If the proposed rehabilitation involves exterior physical work on any structure, **determine** -in consultation with the appropriate **SHPO/THPO**- whether the building is **listed or eligible** for inclusion in the National Register of Historic Places (NR).

Is the building listed in or eligible for listing in the NR? () Yes () No

If No, attach SHPO/THPO concurrence or other evidence of conclusion and STOP here. This part is complete pursuant to 36 CFR §800.4(d). If Yes, Proceed.

4. Determine whether **historic properties are affected** per §800.4(d). Has SHPO/THPO concurred with your fully documented determination of "no historic properties affected", or failed to object within 30 days of receipt of such determination?

- () Yes. Enclose documentation and stop here. Section 106 review is complete.
() No. Proceed.

5. **Determine whether the project will have adverse effect** on historic properties according to § 800.5, in consultation with the SHPO/THPO and consulting parties [see §800.2(c)].

Will this project have an adverse effect on historic properties? ()Yes ()No

If "no", attach SHPO/THPO concurrence and STOP here. This part is complete per 36 CFR §800.5(d)(1).
If "yes", PROCEED.

6. Resolve Adverse Effects per §800.6 -in consultation with the SHPO/THPO, the Advisory Council on Historic Preservation (ACHP) if participating, and any consulting parties. The loan or grant may not be approved until adverse effects are resolved according to §800.6 or ACHP comment is considered by the Responsible Entity.

NOTES: 1. The determination/consultation of eligibility for the NR, may be sent to SHPO/THPO concurrently with the determination/consultation of effect or no effect and with the determination/consultation of adverse/no adverse effects.

2. The jurisdiction's Chief Executive Officer cannot delegate the decision to approve a project in opposition to Advisory Council comment. 3. Keep copies of this form, all SHPO/THPO and ACHP correspondence in the ERR as evidence of compliance with Section 106 of the National Historic Preservation Act.

Part IV Airport Clear Zones

1. Does this project involve the purchase or sale of existing property? ()Yes ()No
If no, STOP here. This part is complete, pursuant to 24 CFR Subpart D §51.302. If yes, PROCEED.

2. Is the subject property located in the Clear Zone (CZ), Approach Protection Zone, or in the Runway Clear Zone (RCZ) of a commercial civil airport or military airfield? ()Yes ()No
Source Documentation:

If no, STOP here; this part is complete. If yes, PROCEED.

Provide a **disclosure statement** advising the buyer that the property is in a RCZ or CZ, what the implications of such a location are and that there is a possibility that the property may, at a later date, be acquired by the airport operator. Obtain the buyer's signature acknowledging receipt of this information and attach it to this Appendix. (This disclosure requirement does not apply to Accident Potential Zones).

Part V Explosive & Flammable Operations

1. Will this proposed acquisition/rehabilitation project result in increased residential density or cause a vacant building to become physically or legally habitable?

- () Yes () No

If the answer to both parts of the question is No, STOP HERE. This part is complete per 24 CFR §51.201.

If the answer is Yes, PROCEED.

2. Is this proposed project within 1 mile of any visible, explosive-or-flammable-substance container (a stationary, above-ground tank with a capacity of more than 100 gallons)?

- () Yes () No (See 24 CFR 51C, Appendices I and II).

Field inspection by: _____ Date: _____

If No, STOP here. This part is complete. If yes, PROCEED.

3. Note Tank volume: _____ gallons, or diked area around tank: _____ square feet.

Record distance from the project to the flammable/explosives container: _____ feet.

4. According to HUD Guidebook "Siting of HUD-Assisted Projects Near Hazardous Facilities" (HUD-1060-CPD), the **Acceptable Separation Distance (ASD)** for both, blast overpressure **and** thermal radiation is: _____ feet. (The applicable ASD [see Appendix F for Thermal Radiation or Appendix G for Blast Overpressure] is the greater of the two distances).

The project is located at an Acceptable Separation Distance according to Appendices F and G.

() Yes () No If yes, STOP here; this part is complete.

If no, () DENY PROJECT APPROVAL, or

() APPROVE only with the following mitigation measures designed in compliance with 24 CFR §51.205:

Part VI Toxic/Hazardous/Radioactive Materials, Contamination, Chemicals or Gases (24 CFR 58.5(i)(2))

1. Are there visible dumps, landfills, industrial sites or other locations containing or releasing toxic/hazardous/ radioactive/ materials, chemicals or hazardous wastes on or near the subject site?

() Yes () No Proceed.

2. Does this project site contain an underground storage tank (which is not a residential fuel tank)?

() Yes () No Proceed.

Field Inspection by: _____

Date: _____

3. Do Federal, State or local environmental records sources reveal nearby on or nearby sites that may pose threats to the subject site occupants' health or safety? () Yes () No Document, proceed.

Environmental Records Sources researched:

4. **Determination:** Is the subject property is free of hazardous materials, contamination, toxic chemicals, gases and radioactive substances which could affect the health or safety of occupants or conflict with the intended use of the property? () Yes () No

If yes, the proposal is in compliance with HUD environmental policy on toxic/hazardous substances.

If no, proceed.

5. Gather all pertinent information about the on-site or nearby toxic hazard - e.g. waste characteristics, quantity, distance, prevailing wind direction, direction of slope, etc. Contact the State Department of Health Services or Air Quality Management District (in California), as needed, for assistance in assessing exposure to health hazards. Determine whether nearby toxic, hazardous or radioactive substances could affect the health and safety of project occupants.

6. Mitigate the adverse environmental condition by shielding, removing or encapsulating the toxic substances in accordance with the requirements of the appropriate Federal, state or local oversight agency; **OR** reject the subject proposal. DENY HUD ASSISTANCE if, after mitigation, the housing is still determined to be in an UNSAFE OR UNHEALTHY ENVIRONMENT. Attach all pertinent documentation.

<hr/>			Preparer Name
and Title	Signature	Date	Responsible
<hr/>			
Entity Official-Name and Title	Signature	Date	

ATTACHMENT I

Complete and include this form in each rehab project file:

CDBG LBP Checklist for Rehabilitation

Name of Applicant: _____ Date _____

Address: _____

1. ____ If the house was completed prior to 1/1/78, go on to #2. If the house was completed on or after 1/1/78, **STOP**, you are done w/your LBP. Provide proof of age. Use certificate of insurance, final sign off, or occupancy date.
2. ____ Does the dwelling meet any of the exemptions listed in chapter 20 of the Grant Management Manual? If so, **STOP**, you are done w/your LBP requirements. Use LBP-1 to document. List exemption below: _____. If not, proceed to #3.
3. ____ Provide “How to Protect Your Family From Lead” pamphlet to recipients/occupants and retain proof of receipt. For tenants, use “Renter’s Lead-Based Paint Disclosure “ form found in Section 19 of this chapter. Use renter form, at a minimum, as long as the RLA is effective.
4. ____ Obtain work write up. **Intent Policy:** Any LBP hazards identified outside work write up subject to mitigation controls required by Federal Rehabilitation Assistance Categories (see p.20-17), and must “work safe” on activities in work write up. Determine if a presumption strategy is beneficial for this dwelling. (see p.20-19) If presuming LBP, notice using Notice of Presumption, CDBG form LBP-1, and no RA required. If RA opted for, go to #5.
5. ____ Procure DHS certified risk assessor/inspector for the RA and obtain proof of certification
Note: May proceed with RA, or proceed with abbreviated evaluation, the Lead Hazard Screen (LHS). LHS is property-wide, not for one portion of the dwelling. If LHS results are negative for LBP, then may begin the rehab w/o LBP concerns. If the LHS results are positive for LBP, then must proceed with an RA. In either case, within 15 days, notice and retain copies of the appropriate notice. Use DHS form 8552.
6. ____ Address any relocation due to LBP work. See GMM, chapter 6.
7. ____ Procure rehab contractor for work write up and use appropriate workers/supervisor (pp.20-17 & 20-20 (a)-(c)). At a minimum, must “work safe.”
8. ____ For identified LBP hazards called out in the RA, procure DHS certified LBP contractor and determine which LBP mitigation method(s) to use in the home.
9. ____ Prior to work starting, notice and retain copy of DHS form 8551, Abatement of Lead Hazards Notification, which provides information about LBP work to be done.

10.____Have the rehab and LBP work done and obtain proof of training (DHS certification for supervisor and all workers, work safe training, etc.). See p.20-17 & 20-20 (a)-(c).

11.____Obtain clearance report, using DHS form 8552, Lead Hazards Evaluation Report (and DHS form 8551, when clearing abatement projects). Clearance report cannot be done by the same business entity that performed any evaluated component. Obtain proof of DHS RA certification.

12.____Within 15 days of LBP hazard work being finalized, notice and retain copy of Notice of Hazard Reduction Activity. Use CDBG form LBP-1.

ATTACHMENT J

COUNTY OF YOLO HOUSING REHABILITATION PROGRAM MARKETING PLAN

Marketing Process

This Plan defines the marketing process for those activities that "get the word out" about the availability of housing resources, whether it be special funding to make housing repairs and/or to make housing more affordable. The process includes the planning and preparation of program materials and the distribution of these materials. There is no substitute for clear information that is widely and affirmatively disseminated throughout the area.

Fair Housing/Equal Opportunity

All outreach efforts will be done in accordance with state and federal fair lending regulations, Fair Housing and Equal Opportunity law and HCD affirmative marketing policy to assure nondiscriminatory treatment, outreach and access to the Program. No person shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development Block Grant (CDBG) funds on the basis of their religion or religious affiliation, age, race, color, creed, ancestry, national origin, gender, marital or familial status (children), physical or mental disability, medical condition, sexual orientation, or other arbitrary cause.

A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions may be based upon a characteristic analysis comparison (census data may be used) of the Program's eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program.

B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The County will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

Any individual who believes they have been discriminated against in a housing related action, may contact Legal Services of Northern California, 619 North St., Woodland, Ca. 95695 or 530.662.1065 or Department of Fair Employment and Housing, 800.884.1684.

Program Staff must attend an online or in-person Fair Housing Certification Workshop annually and provide proof of attendance to Management.

Overview

The Marketing Plan will be reviewed annually for any updates in laws or local policies. Flyers and other outreach materials, will be widely distributed in the Program-eligible area in English, Spanish and any other language that is the primary language of a significant portion of the area residents.

Forms of marketing may include flyers, brochures, newspaper ads/press releases, articles and public service announcements including on County website and social media.

Flyers and brochures will be distributed at local government buildings, other public buildings including Post Offices and the County Library branches, Community Centers and through the mail/email, as well as to businesses/non-profits/churches/volunteer fire stations and sheriffs depts that assist those not likely to apply without special outreach. The County will make a special effort to involve those organizations that have regular contact with minorities or whose mission is closely related to promoting diversity. The County Code Enforcement team and YOLO 2-1-1 Information Center will be contacted as well.

Advertisements and articles will be published in newspapers that are widely circulated nearest to those rural communities. These are very close-knit communities where word of mouth moves faster than other means of outreach.

Type of Information Details Disseminated

- Program Description;
- Service area;
- Eligibility Requirements;
- Maximum income permitted to qualify;
- The location and business hours or website for obtaining an application;
- Dates of the application process;
- Process steps;
- Program Contact Information; and
- Fair Housing/Equal Opportunity logo.

Established working relationships with local lending agencies can also aid in informing the

public by facilitating the distribution of informational fliers to households seeking financial assistance for repairs that are unable to obtain conventional financing.

Informational meetings may be offered to potential participants to explain Program requirements. Often, minimal formal outreach efforts are required as the need for assistance generally exceeds funds available. However, marketing measures will be actively performed in order to maintain a healthy interest list.

Characteristics on all applicants and participants will be collected and compared with the Sponsor's demographics. Should the County find that there are underserved segments of the population, a plan to better serve them will be developed and implemented.

Program Staff will track all marketing outreach efforts and results to ensure all community members have equal access to the program and that affirmatively fair housing requirements are met. A record will be maintained by the County identifying what marketing materials are used, and when and where they are distributed.

Target Population

The program will be marketed in the unincorporated areas of Yolo County which include Brooks, Capay, Clarksburg, Dunnigan, Esparto, Guinda, Knights Landing, Madison, Rumsey, Yolo and Zamora to single family homeowners who are low income and owner investors (rentals-tenants must be low-income). Demographics will be reviewed for the unincorporated areas and will be considered as applications are received.

Low income is defined as the cumulative gross annual income(s) (as determined by using federal regulations 24 CFR Part 5) for all persons age 18 years and over, occupying the residence and must not exceed 80% of the County's median income as published annually by the U.S. Department of Housing and Urban Development (HUD).

Owner properties must be in need of repairs as described in the Guidelines. Owners must provide evidence of ownership and proof of proper rental agreements, as required. Owners must work with their renters to inform them of their application and the impacts to the tenants if application is approved-i.e. possible relocation rules & options, access to inside of home for inspections/repairs, initial and annual income qualification documents of all tenant members (18 and older) of household. The County does not require Rental Housing Licensing by owners.

Timeline

Marketing will begin as soon as funding and contracts are approved and signed and materials are developed. Applications will be received and logged with date and time on a first come, first serve basis.

Profile: Mindi.Nunes@yolocounty.org

Applicant Information

Applicants

Mindi.Nunes@yolocounty.org

Tell us about you.

First name

Mindi

Last name

Nunes

Phone Number

530-666-8150

Email

Mindi.Nunes@yolocounty.org

Title

Assistant County Administrator

Company/Organization

County of Yolo

Company Website

www.yolocounty.org

City

Woodland

State

California

Organization Information

Tell us about your organization.

Organization Name

County of Yolo

Employer Identification Number (EIN)

946000548

DUNS #

073770646

Authorized Representative Per Resolution

Mindi Nunes

Business/Finance Representative

Chad Rinde

Organization Address

Address

625 Court St. Room 202

Address 2

City

Woodland

State

California

County

Yolo County

Congressional District/Region

3 & 6

Zip

95695

Phone

530-666-8150

Phone Extension

Fax

530-668-4029

Is or will there be a consultant on this activity/application?

Yes

#####Please tell us about your consultant

Name

Colleen Brock

Title

Sr. Management Analyst

Employer Identification Number (EIN)

94600337

DUNS #

142550677

Email

cbrock@ych.ca.gov

Phone

530-669-2228

Business/Finance Contact (if required)

Name

Title

Email

Phone

Are you applying on behalf of an additional Jurisdiction?

No

Threshold: 27713303

Name	Attachments
27713303	Yes

Applications

County of Yolo Housing Rehabilitation Program

All applications are required to pass threshold requirements. Failure to meet threshold will result in immediate disqualification. Applications that do not meet threshold will not move on to scoring, or in the case of OTC, review for award.

Threshold**Activity Type**

Programs

Are you looking to start a new program, modify an ongoing program, or add a new type of assistance to an existing program?

New type of assistance

Were you required to submit a Single Audit to the State Controllers Office?

Yes - we were required to submit

Upload your most current Single Audit or the State Controllers Office Exemption

Yolo County Audit Fiscal Year Ended June 30, 2020.pdf

Are all single audit findings cleared or in remediation?

Yes - All single audit findings are cleared or in remediation

Upload your Single Audit Proof of Findings Clearance Letter or Remediation Plan

Audit Findings-Clearance.pdf

You must have site control to qualify for funding

#####Some activities require proof of physical site control while others require proof of control of the resources necessary to complete the activity. For example, a service that provides delivered meals will need to have "control" of a vehicle for deliveries. In the narrative box, explain what type of site control will be necessary for your activity. Upload the applicable proof of site control.#####If you believe no site control is required for your activity, indicate that in the narrative and explain why no site control is necessary for your activity.

No site Control is required at this time. When each of 6 applicants is approved for housing rehabilitation work, the deed will be reviewed for ownership and site control.

Do you have site control?

No

Description of site control of the facility or means to conduct the services:

The County at 625 Court St., Woodland, Ca. 95695 and Yolo County Housing at 147 W. Main St., Woodland, Ca. 95695 both own the buildings of which oversight, staffing and marketing, application receipt, income qualification, and underwriting activities will be operated in. All other construction work will be done on-site of the approved applicants.

Upload an executed Statement of Assurances and Compliance. The template is found in the [Files tab](#) under the program solicitation. Please make sure the statement is completed with your jurisdiction's information and that the document has the specific CDBG-CV2 designation in the footer. The Statement of Assurances and Compliance is a legally binding document.

Upload your signed Statement of Assurances and Compliance with 2 CFR Part 200 (Appendix J)

Appendix J CDBG Application Certifications UPDATE 2.03.2021.pdf

Per 24 CFR §570.486 <https://www.law.cornell.edu/cfr/text/24/570.486> the public notice should contain at the minimum, the amount of CDBG funds being requested, the amount of PI funds being used (if applicable), the range of activities that will be performed, the address, phone number, and times of the meeting.

Citizen Participation - Have you met all Public Hearings/Citizen Participation requirements?

Yes

Upload Citizen Participation Proof of Public Notice

PHN 4.20.21.pdf

Upload Public Meeting/Hearing Presentation/Handout Materials

Staff Report-CDBG Application-Public Hearing.pdf

Did you use the HCD Approved Resolution Template in Content and Form from the Files Section of this Application?

Yes

Upload Approved Resolution for Application

Item No. 18 - CAO.pdf

Upload Printout of Authorized Signatory as Identified in the Approved Resolution from Jurisdiction Website

CAO Proof from Website.pdf

Download the FI\$CAL TIN from the Files tab in the Solicitation. Do not use P.O. Box addresses on the TIN. Make sure the TIN includes the official name of your jurisdiction. [FI\\$CAL TIN FORM](#)

Upload CA FI\$CAL TIN Verification form

County TIN Form.pdf

Budgets and Sources & Uses**Total Number of New Grant Dollars Applied For and Requested in eCivis Budget Template:**

\$500,000.00

Do you have 100% of funds necessary to complete the activity?

Yes

Do you have program income not already included and committed in a CDBG activity?

Yes

Total amount of program income on hand that is not already included and committed in another CDBG activity:

\$442,260.00

Proof of Program Income

Yolo County PI Proof 6.30.21.pdf

You are expected to provide two activity budgets. There is a CDBG specific budget that you will complete as part of your application in the eCivis Grants Network. That budget is linked below and must be completed before you submit your application. You ALSO need to complete a full activity budget. Your full activity budget should use the sources and uses Excel template included in the Files tab in the Solicitation. You may use your own excel budget, provided it includes all of the sources and uses that will be included in your activity. Include line items for each component of your activity. Identify all funding sources that will be used to fund your activity including other federal and state funding, local funding, foundation or non-profit funding, donations and any other cash resources. Do not include in-kind donations or volunteer time.#####This template will also be used to evaluate your duplication of benefits. Indicate in the template where you project increased utilization of your public services if you are proposing a public service activity.##### Your complete activity budget narrative should include information about how the activity will be funded and whether or not the activity is viable if other funding sources are not available and the activity is only partially funded. For instance can the project scope be reduced the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Make sure the budget narrative has a relationship to the tasks and deliverables described above. The narrative should include information about how the CDBG funding will only be used to support a new activity, a modified existing activity, or an addition of a new type activity.

Have you completed and submitted your CDBG budget worksheet in eCivis?

Yes

Have you completed your activity sources and uses documentation (template)?

Yes

Upload activity sources and uses documentation (template):

Yolo County HR Sources and Uses Budget.pdf

Budget narrative should include information about activity viability if the project is only partially funded. For instance can the project scope be reduced the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Include budget information that describes your activity budget as uploaded. Make sure the budget narrative has a relationship to the tasks and deliverables described in the application.

Have you completed your activity CDBG budget worksheet narrative in eCivis?

Yes

Upload other budget documentation

Budget_Narrative_June_13_21.pdf

Have you expended at least 50 percent of open CDBG funds in the same activity type?

N/A

Debarment Check must be performed on the non-entitlement jurisdiction (Grantee), as well as any contractors or subrecipients involved in the activity. Please go to SAM.gov and perform a debarment check on the appropriate parties, and upload the results to demonstrate no active exclusions exist. Note that No Records Found is not a valid search result. Please upload in PDF format.

Federal funds may not be used to pay contractors, non-profits, or agencies that are federally debarred. Provide a proof of no-debarment for each agency, contractor, non-profit, or company that will receive funding or be paid out of this grant. Individuals that are not a business do not need to be checked.

Use <https://www.sam.gov/SAM/> to check for excluded parties and upload proof that contractors etc. are not debarred.

If you do not yet know who your contractors or subrecipients will be, you do not need to show proof of debarment check at application. However you will be required to check for debarment prior to contract or subrecipient agreement execution.

Debarment checks that do not show results will not be accepted. All parties must be registered in [SAM.Gov](https://www.sam.gov/). Unregistered: consultants, contractors, partners, or subrecipients will not be eligible for reimbursement.

Upload Debarment Check(s)

Yolo County & YCH Debarment 2022.pdf

Have you met the state objective for Fair Housing - Access to Opportunity per the Criteria on the State Objective form?

Yes

Have you met the state objective for Disaster Resiliency Long-Term Planning per the Criteria on the State Objective form?

Yes

Are you claiming General Administration for this activity?

Yes

Upload Activity NEPA Compliance

Yolo County HR Program NEPA -Activity signed.pdf

Upload General Administration NEPA Compliance

Yolo County HR Program NEPA-Admin signed.pdf

Upload the Environmental Review form(s) and essential supporting documentation including consultation letters, mitigations conditions of approval or other documents. Please do not upload the entire environmental review record if it is more than 50 pages. Do upload any noticing FONSI/RROF or NOIRROF and Authorization to Use Funds if available that corresponds with the activity's appropriate level of review. Acceptable formats of these forms can be located at <https://www.hudexchange.info/programs/environmental-review/>. To determine the correct level of review go to HUD's environmental review overview page <https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview>. Please make sure your Environmental Review is definitive in findings and that the project description matches the project description in this application.

Environmental Reviews with qualified findings that do not adequately or correctly identify mitigations that did not complete required consultations, or that have other material deficiencies may result in disqualification.

Upload Environmental Review form(s) and essential supporting documentation

ER-Admin-Back up.pdf

Upload Environmental Review form(s) and essential supporting documentation

Yolo County HR Program NEPA Activity Back Up Docs.pdf

Initial Requirements

All applications must comply with HUD's federal cross cutting requirements found at 24 CFR §570.600 et seq, and summarized in section XX of this NOFA. Failure to comply with federal cross cutting may result in disqualification of the application. In addition, applications must provide documentation of compliance with state overlays as follows:

Has your housing element been submitted to HCD?

In Progress

Modification of Activities - Expansion or modification of an existing activity require that grantees retain documentation, and in certain circumstances, conduct public noticing and comment periods.

Is this a new activity, an expansion of an existing activity, or modification of an existing activity?

Expansion of Existing Activity

To be eligible for CDBG assistance, activities must be either new or result in a quantifiable increase in the level of existing service above that which has been provided by the Grantee. (Section 570.201(e))

Submit documentation of compliance with requirements for expansion of an activity.

Expansion Explanation.pdf

Have any Department of Housing and Community Development monitoring findings been resolved or is there an approved remediation plan in effect? If you have not been monitored in the last five years, select N/A. If you are unsure if your prior findings have been resolved please contact your program representative.

Have funds due to the state for repayment of non-compliance items have been repaid? Or have you entered into a satisfactory repayment agreement, and payments are current?

N/A (no funds due for re-payment)

Are you in compliance with all existing HCD award agreements?

Yes

Do you have any overdue semi-annual or annual grant reports?

No

Are all HCD Monitoring Findings Cleared or in Remediation?

Yes - All HCD monitoring findings are cleared or in remediation

Upload your HCD Monitoring Proof of Findings Clearance Letter or Remediation Plan

HCD Monitoring Report-Westucky.pdf

Additional Requirements

By typing my name in the field below, I hereby certify that this application is true, correct, and complete to the best of my knowledge.:

Mindi Nunes

Threshold: 27713303 File Attachments

Upload Public Meeting/Hearing Presentation/Handout Materials

Staff Report-CDBG Application-Public Hearing.pdf

Proof of Program Income

Yolo County PI Proof 6.30.21.pdf

Upload activity sources and uses documentation (template):

Yolo County HR Sources and Uses Budget.pdf

Upload other budget documentation

Budget_Narrative_June_13_21.pdf

Upload Environmental Review form(s) and essential supporting documentation

ER-Admin-Back up.pdf

Upload Environmental Review form(s) and essential supporting documentation

Yolo County HR Program NEPA Activity Back Up Docs.pdf

Submit documentation of compliance with requirements for expansion of an activity.

Expansion Explanation.pdf

Upload your HCD Monitoring Proof of Findings Clearance Letter or Remediation Plan

HCD Monitoring Report-Westucky.pdf

Regular-General Government # _____

Board of Supervisors Meeting

County Administrator

Meeting Date: April 20, 2021

Brief Title: CDBG Program Application for Housing Rehabilitation Funds

From: Mindi Nunes, Assistant County Administrator, County Administrator’s Office

Staff Contact: Mindi Nunes, Assistant County Administrator, County Administrator’s Office, x8329

Information

Subject

Public Hearing and Adopt a Resolution approving a State Community Development Block Grant Application for Housing Rehabilitation funds (No General Fund Impact)(Nunes)

Recommended Action

- A. Hold public hearing to solicit citizen input on application; and
- B. Adopt resolution approving a Community Development Block Grant (CDBG) application in the amount of \$500,000 for the 2021 CDBG Notice of Funding Availability (NOFA) and use of \$250,000 in Program Income to the California State Department of Housing and Community Development

Strategic Plan Goal(s)

Safe Communities
Thriving Residents

Reason for Recommended Action/Background

The State Community Development Block Grant (CDBG) 2021 Notice of Funding Availability (NOFA) was made available on January 29, 2021. CDBG funds are provided as grants to Non-Entitlement Jurisdictions. Staff met to determine which NOFA activities align with current community needs. Housing rehabilitation for low- income families was identified as a high need. The benefits of a Housing Rehabilitation Program are to preserve current housing stock, maintain property values, and ensure that residents are living in a safe environment.

The County of Yolo Housing Rehabilitation Program is designed to expand the supply of decent, safe, sanitary and affordable housing; to correct health and safety hazards in deteriorated housing; and to extend the useful life of existing housing units. Loans and

grants are available to achieve cost effective health and safety repairs and energy efficiency upgrades for low-income owner-occupied homes or for rental units occupied by low-income tenants of owner-investors within the unincorporated areas of Yolo County. The County Administrator's Office (CAO) manages the awards and program income (received through paid loans) from the state and acts as a lender to qualified households. The program has not been active since 2013, due to funding constraints. In addition, an interest list has been maintained, which currently has ten names listed and Code Enforcement likely has identified properties with health and safety issues.

DISCUSSION:

Under the CDBG NOFA, the maximum grant for Housing Assistance-Housing Rehabilitation is \$500,000. Staff proposes that the County apply for a \$500,000 grant amount for the 2021 NOFA funding cycle. In addition, Program Income (PI) is required to be spent, therefore \$250,000 will be added to the application for a total of \$750,000. Funding would assist up to six households, depending on degree of repairs needed. The grant application and PI include funding for General Administration as allowed by CDBG guidelines. If grant application is approved, the County would have thirty-six (36) months to complete the expenditure of funds.

As part of the process of applying for grant funds, a public hearing must be held to solicit input from citizens regarding the application. In addition, CDBG requires a resolution to be adopted authorizing the application submittal and staff oversight. If grant is awarded, the Yolo County Housing Rehabilitation Program Guidelines will be updated and brought forth to the Board for approval at a later date.

Collaborations (including Board advisory groups and external partner agencies)

Yolo County Housing

Fiscal Impact

Fiscal Impact (Expenditure)

Total cost of recommended action:	\$750,000
Amount budgeted for expenditure:	\$ 750,000
Additional expenditure authority needed:	\$0
One-time commitment:	Yes

Source of Funds for this Expenditure

General Fund	\$0
CDBG Program Income	\$250,000

CDBG Grant \$500,000

No fiscal impact. The County has approximately \$323,000 in CDBG Program Income that must be expended prior to expending awarded grant funds. There is currently a contract in place with Yolo County Housing to administer CDBG projects/programs, including the Housing Rehabilitation Program.

Attachments

Att. A -CDBG Resolution

HCD 2021 CDBG PROGRAM INCOME RECONCILLATION

Jurisdiction Name	Contact Name	Email	Phone Number
County of Yolo	Mindi Nunes	mindι.nunes@yolocounty.org	530.666.8150
Cash on hand as of 7/1/20	Expenditures YTD	Receipts YTD	Cash on hand as of 6/30/21
\$303,687	\$0	\$143,573	\$447,260

NO PROGRAM INCOME TO REPORT
 Please provide information on your current use of PI funds. (Check all that apply)
Please note that any approval for the RLF or PIRA must have been issued in 2016 or later to be valid

<input checked="" type="checkbox"/>	In a HCD approved RLF Being added to CV 2/3 or CDBG 2021 Application	<input type="checkbox"/>	Under an HCD approved PIRA Included in a current open award
\$297,500	Amount Added	<input type="checkbox"/>	Contract Number
		<input type="checkbox"/>	Amount included in award

If none of the above apply, please provide detailed narrative as to what is currently being done with the PI

CDBG-CV2/3 = \$5,000
CDBG 2021 = \$292,500

Certification:

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to HCD.

Colleen Brock		4/25/22
Preparers Name	Preparers Signature	Date

**California Department of Housing and Community Development
Community Developed Block Grant (CDBG) Program**

Combined Annual Program Income Report

Grantee / Jurisdiction Name: Yolo, County of	Fiscal Year: 20/21	Date: 8/2/2021
---	---------------------------	-----------------------

PROGRAM INCOME ONLY	Beginning PI Balance	Payments Received	Interest Earned	Total Deposit + Interest	Total PI + GA Expenses	Ending PI + GA Balance Available
Semi-Annual 1	\$303,687	\$8,903	\$4,298	\$13,201	\$0	\$316,888
Semi-Annual 2	\$316,888	\$88,422	\$41,950	\$130,372	\$0	\$447,260
Total				\$143,573	\$0	\$447,260

GENERAL ADMINISTRATION ONLY	Beginning GA Balance	GA Received	Total GA Expense	Total Maximum GA Available
Semi-Annual 1	\$120,352	\$2,244	\$0	\$122,596
Semi-Annual 2	\$122,596	\$22,163	\$0	\$144,759
Total		\$24,407	\$0	\$144,759

HOUSING Revolving Loan Fund	Beginning Balance	Payments Received	Interest Earned	Total Deposit + Interest	Total Expenses	Ending Balance Available
Semi-Annual 1	\$0	\$0	\$0	\$0	\$0	\$0
Semi-Annual 2	\$0	\$0	\$0	\$0	\$0	\$0
Total				\$0	\$0	\$0

ED Revolving Loan Fund	Beginning Balance	Payments Received	Interest Earned	Total Deposit + Interest	Total Expenses	Ending Balance Available
Semi-Annual 1	\$0	\$0	\$0	\$0	\$0	\$0
Semi-Annual 2	\$0	\$0	\$0	\$0	\$0	\$0
Total				\$0	\$0	\$0

Total Annual Program Income Received	\$143,573
---	------------------

County of Yolo		Housing Rehabilitation Program			
Duplication of Benefits Tracking		CDBG	CDBG- PI	Budget Gap/ Duplication of Benefits	
Uses (line item budget)	Total Activity Costs	Activity Costs			
	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Manager	\$ 70,000.00	\$ 70,000.00	\$ -	\$ -	\$ -
Soft Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Permits, Plan check, Inspection Fee	\$ 8,200.00	\$ 3,200.00	\$ 5,000.00	\$ -	\$ -
Site Work/Off-Site Work	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -
Construction General Requirements	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ -
Architect/Engineer Fees	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -
Construction -Labor & Materials	\$ 395,300.00	\$ 361,800.00	\$ 33,500.00	\$ -	\$ -
Relocation	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 522,500.00	\$ 365,000.00	\$ 157,500.00	\$ -	\$ -
		Activity Delivery			
Environmental Reviews	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -
Activity Delivery	\$ 142,000.00	\$ 100,000.00	\$ 42,000.00	\$ -	\$ -
Application Processing	\$ -	\$ -	\$ -	\$ -	\$ -
Income Qual/Underwriting	\$ -	\$ -	\$ -	\$ -	\$ -
Project Management	\$ -	\$ -	\$ -	\$ -	\$ -
Procurement	\$ -	\$ -	\$ -	\$ -	\$ -
Loan documents, escrow, title, recording fees	\$ -	\$ -	\$ -	\$ -	\$ -
[Line Item]	\$ -	\$ -	\$ -	\$ -	\$ -
[Line Item]	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 150,000.00	\$ 100,000.00	\$ 50,000.00	\$ -	\$ -
		General Administration			
Admin Consultant	\$ 71,300.00	\$ 32,800.00	\$ 38,500.00	\$ -	\$ -
Printing, Postage	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ -	\$ -
Office Supplies	\$ 700.00	\$ 200.00	\$ 500.00	\$ -	\$ -
Mileage	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -
Advertising/Community Outreach	\$ 2,500.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -
Total	\$ 77,500.00	\$ 35,000.00	\$ 42,500.00	\$ -	\$ -
Activity Total	\$ 750,000.00	\$ 500,000.00	\$ 250,000.00	\$ -	\$ -

Instructions: Fill out the above line item budget with your projected activity costs. You may identify the line items by category, such as activity delivery, activity, and admin, or by any other activity categories that apply to your activity. Do keep you administration costs categorized under the General Administration category. Fill in the jurisdiction and activity information at the top of the form, and identify the specific resources (funds) that will be used to pay for each line item in each category. If you do not have CDBG-PI, please leave those fields blank. If your budget line item has a budget gap, the "Gap/Duplication of Benefits" column will show a red shaded field and a number indicating your budget gap in parenthesis. If you have a potential duplication of benefits, the column will show a blue shaded field and a number indicating your budget overage. Please make sure to include ALL of your potential resources, including FEMA, HUD, CARES Act, and other State and Federal funds, as well as local funds from fees, trust funds, and taxes, and any foundation or private donation funding, including insurance payments. If you are unsure if a resource should be included, please contact Jessica Hayes at jessica.hayes@hcd.ca.gov. Please fill in the fields with a bracket [] and the funds. Please do not delete or alter formulas. The colored columns have no significance. They are colored only to make it easier to track across funding source.

ACTIVITY COSTS:A

- 1) Construction Manager's time to inspect and estimate costs, meet with homeowners, job walk, meet with contractors, meet with Architect/Engineer, write up requests for bids, review bids, oversee construction, obtain permits, certificates, etc as needed for files
- 2) Soft Costs-Permits, Plan check and Inspection fees
- 3) Construction-Site Work and General Requirements- secure property/grounds for construction, bring tools, equipment, porta potty to site, etc.
- 4) Architect/Engineer Fees- Fees charged if plumbing, electrical issues arise, on-site inspection and drawing of plans and any technical specifications
- 5) Construction - All labor for all trades and materials/Equipment/appliances (toilets, sinks, roofing, windows, doors, insulation, HVAC, electrical, etc)
- 6) Relocation - (only if needed) costs for placing occupants in motel, mileage, etc. if Project is unsafe for habitants before or during construction

Activity Delivery Costs:

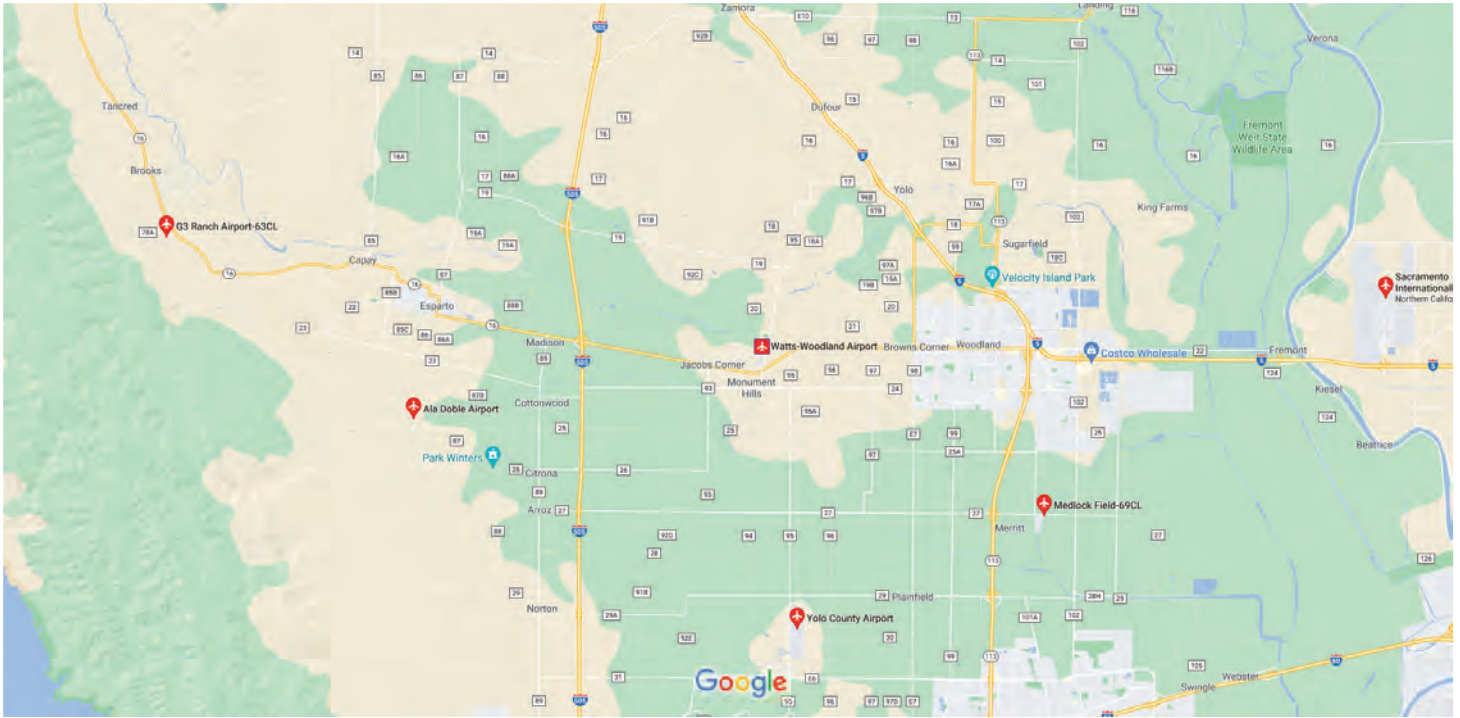
- 1) Environmental Reviews - Staff time and newspaper costs to complete 6 environmental reviews
- 2) Activity Delivery costs- Application Processing, Income Qualification, Underwriting, Project Management, Procurement, Loan documents, escrow, title, recording fees

General Administration Costs:

- 1) Administrative Consultant - YCH to administer and manage the grant, project review, communication with homeowners, applicants, Construction Manager, County, HCD.
- 2) General Administrative Costs - postage, printing, office supplies, mileage

5) Advertising - Ads in a couple of the local newspapers who are closest proximity to the unincorporated communities in Yolo County.

Google Maps airports near me



Map data ©2021 2 mi

Rating ▾

Hours ▾

More filters

Watts-Woodland Airport ▾

Ad · 4.7 ★★★★★ (11)
Airport · 17992 Co Rd 94B
(530) 867-6652



Website



Directions

Sacramento International Airport

4.4 ★★★★★ (4,053)
Airport · 6900 Airport Blvd
Northern California hub with modern art
(916) 929-5411



Website



Directions

Yuba County Airport

4.9 ★★★★★ (12)
Airport · 1364 Sky Harbor Dr
(530) 741-6463



Website



Directions

Yolo County Airport

4.8 ★★★★★ (8)
Airport · 25170 Aviation Ave
(530) 406-5044



Website



Directions

Nut Tree Airport

4.8 ★★★★★ (16)
Domestic airport · 301 County Airport Rd
(707) 469-4600



Website



Directions

Sacramento Executive Airport

4.3 ★★★★★ (61)
Airport · 6151 Freeport Blvd
(916) 875-9035



Website



Directions

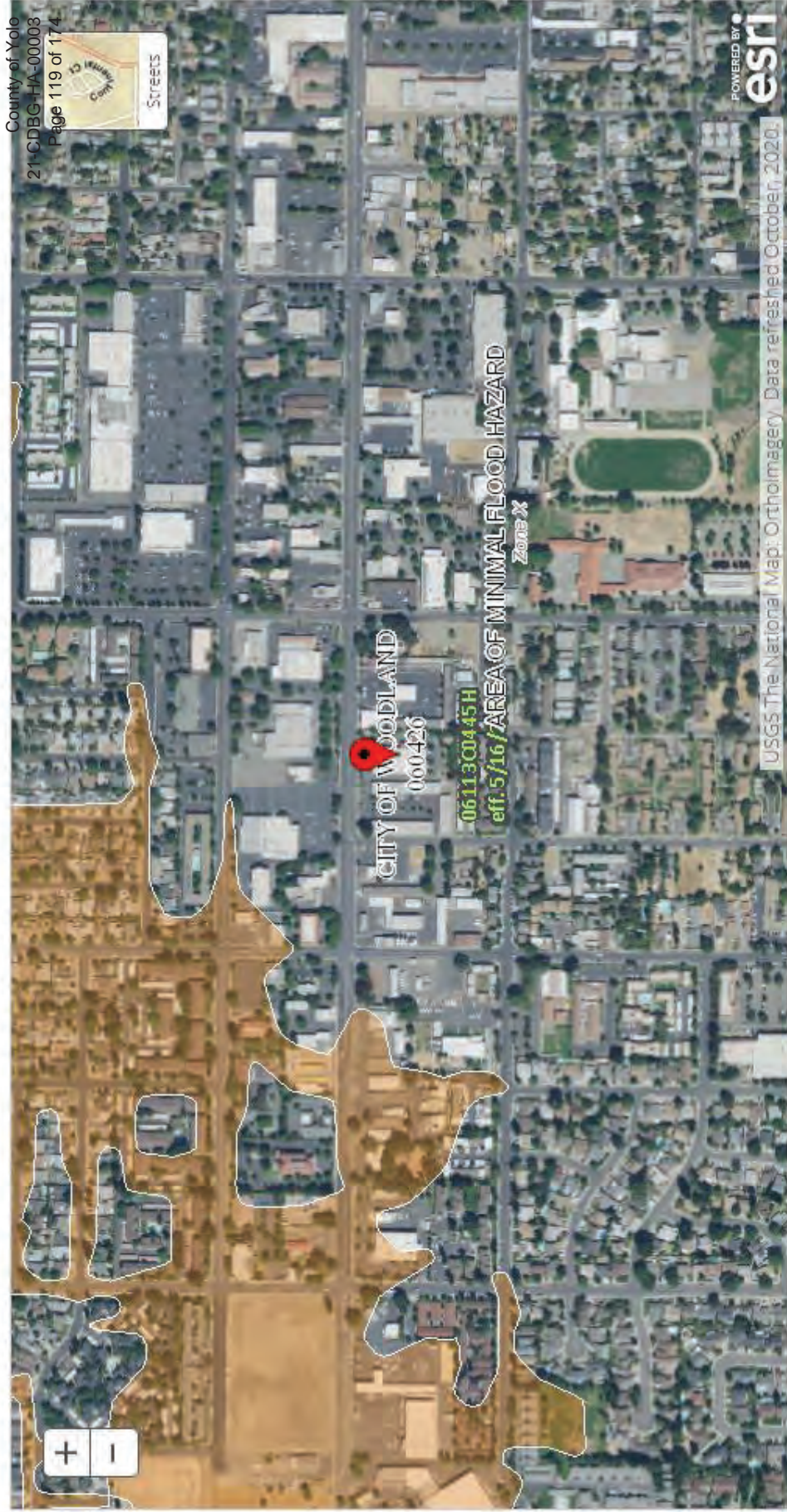
Ala Doble Airport

No reviews
Airport



Directions

Showing results 1 - 20



USGS The National Map: Orthoimagery Data refreshed October, 2020. POWERED BY **esri**

PIN

- Approximate location based on user input and does not represent an authoritative property location
- Selected Flood/Map Boundary
- Digital Data Available
- No Digital Data Available
- Unmapped

MAP PANELS

- NO SCREEN
- Area of Minimal Flood Hazard Zone X
- Effective LOMRS
- Area of Undetermined Flood Hazard Zone D
- Otherwise Protected Area
- Coastal Barrier Resource System Area

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) Zone A, V, AR
- With BFE or Depth Regulatory Floodway Zone AE, AO, AH, VE, AR
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee, See Notes, Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS OF FLOOD HAZARD

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

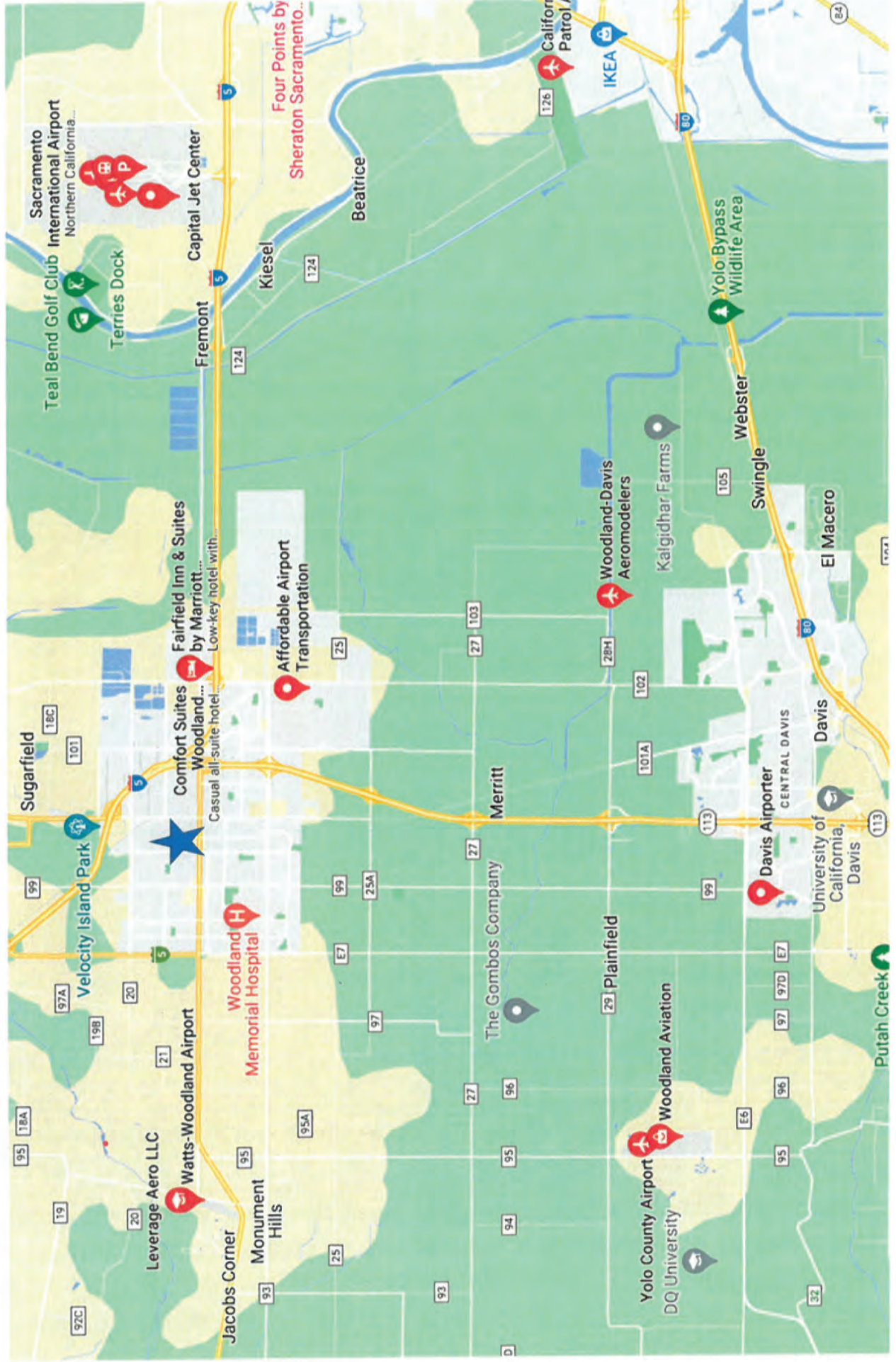
OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

GENERAL STRUCTURES

- 20.2
- 17.5
- Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

Airports Near 625 Court St. Woodland, Ca. 95695



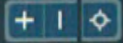
Yolo County HR Program Coastal Barrier Map



Coastal Change Hazards Portal

All ▾

625 Court St. Woodland, Ca.



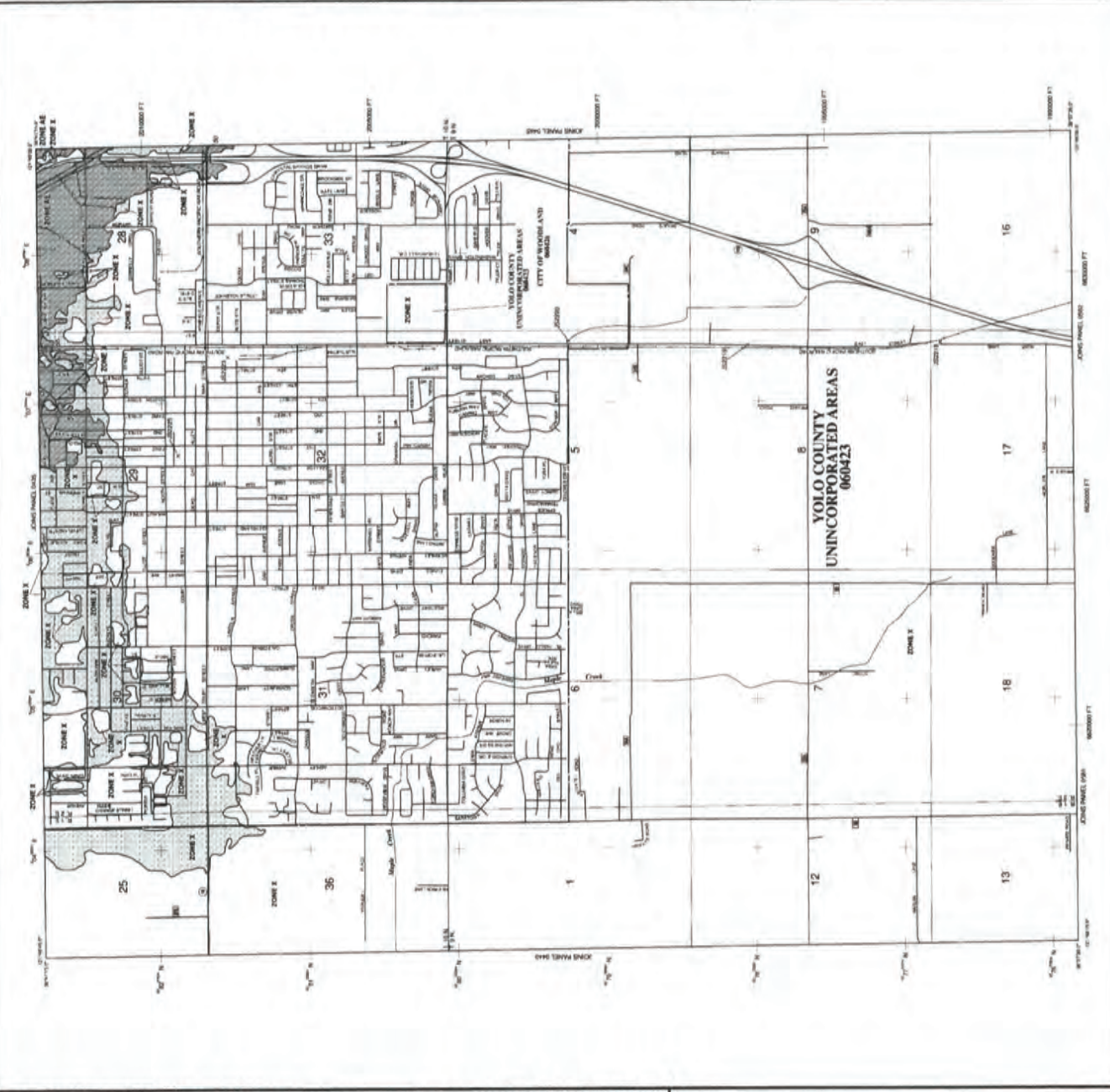
NOTES TO USERS

The map is an advisory tool. It is not intended to be used as a basis for any legal action. The user assumes all liability for any use of the map. The map is not a warranty of any kind. The user assumes all liability for any use of the map.

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NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP
YOLO COUNTY,
CALIFORNIA
AND INCORPORATED AREAS

PANEL OF 76
SEE MAP INDEX FOR FIRM PANEL LOCATION

DATE: 05/18/2011
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

MAP NUMBER: 060423
WITHDRAWN: [Date]
MAP REVISION: MAY 18, 2011

Federal Emergency Management Agency

NOTES TO USERS

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State Objectives: 27719007

Name	Attachments
27719007	Yes

Applications

County of Yolo Housing Rehabilitation Program

State Objectives Criteria

Instructions

All applicants are required to demonstrate, to the satisfaction of the Department, that state objectives criteria are met. These criteria include: (1) Affirmatively Furthering Fair Housing and (2) Disaster Resiliency. Each criterion includes sub-categories and applicants must demonstrate at least one option under each sub-category is met. Sub-categories include:

Affirmatively Furthering Fair Housing:

1. Housing Mobility Strategies;
2. Development of Housing Choices and Affordability in High Opportunity Areas; and
3. Place-based Strategies to Encourage Community Conservation and Revitalization, including Preservation and Displacement Protection

Disaster Resiliency:

1. Building Standards, Zoning and Site Planning; and
2. Long Term Planning

Applicants must fill out the following form, including a short description of documentation and relevant document links and the form must be certified by the delegate or sub-delegate for the application. Documentation must be minimal in volume and demonstrate the completion or approval of the action. Examples include resolutions, project approvals or other proof of adoption, approval or completion. The Department may consider other forms of verification on a case by case basis.

AFFIRMATIVELY FURTHERING FAIR HOUSING

Applicants must select a "yes" answer to at least one option under each sub-category to demonstrate meeting the affirmatively furthering fair housing (AFFH) state objectives. Sub-categories include: 1. Housing Mobility Strategies; 2. Development of Housing Choices and Affordability in Highest and High Resource Opportunity Areas; and 3. Place-based Strategies to Encourage Community Conservation and Revitalization, including Preservation and Displacement Protection for Lower Income Households or in Moderate and Low Resource Opportunity Areas or Areas of High Segregation and Poverty

Housing Mobility Strategies**Affirmative marketing strategies or plans targeting nearby neighborhoods**

No

Use, affirmatively market or take other actions to promote use of housing voucher mobility throughout the community (e.g., proof of vouchers by census tract or other area indicator, landlord outreach programs, efforts to support landlord participation, and subsidizing security deposits

Yes

Please describe and include relevant links that demonstrate the action was completed:

Yolo County Housing has a Landlord Outreach Program which makes efforts to support landlord participation to expand the number of rentals who will accept housing vouchers

Please upload proof of completed actions:

landlord incentives 2021.pdf

Housing mobility counseling

No

Assistance with security deposits and moving expenses

Yes

Please describe and include relevant links that demonstrate the action was completed:

Security deposits were offered when the County was offering emergency rental assistance through the Treasury Funds.

Please upload proof of completed actions:

FLYER - YOLO COUNTY .pdf

City-wide affordable housing registries

No

Regional coordination and/or administration of vouchers (such as shared waiting lists)

No

Accessibility programs focus on improving access to housing, public buildings and facilities, sidewalks, pedestrian crossings, and businesses

No

High performing school districts to improve a diversity of students and staff to serve lower income students

No

Other strategies not identified above

No

Housing Choices, Affordability and Other Actions to Promote Access in Highest and High Opportunity Resource Areas

For Information on Opportunity Areas, Please see TCAC/HCD Opportunity Maps at <https://www.treasurer.ca.gov/ctcac/opportunity.asp>

Applicant does not have highest or high resource opportunity areas

Yes

Please describe and include relevant links that demonstrate the action was completed:

Eight out of eleven rural areas in the unincorporated area of Yolo County is deemed people based "Higher Opportunity" areas. Housing is considered an average or higher opportunity in ten rural communities. Please read page 173-179 on the draft Housing Element.

Please upload proof of completed actions:

Yolo_6th_HousingElement_Pu.pdf

Rezoned multifamily sites in highest or high resource opportunity neighborhoods in the last five years

No

Approved or completed affordable housing in highest or high resource opportunity neighborhood in the last five years

Yes

Please describe and include relevant links that demonstrate the action was completed:

Esperanza Crossing II-a 40 multi-family unit complex was built by Mercy Housing partnering with Yolo County for funding under the HOME program.

Please upload proof of completed actions:

Mercy Housing Certificate of Occupancy (1).pdf

Expand permitted residential uses (e.g., duplexes, triplexes, four-plexes) in zoning districts in highest or high resource opportunity areas

Yes

Please describe and include relevant links that demonstrate the action was completed:

Zoning Codes for ADU's were changed to remove obstacles for permitting. #12 on attached.

Please upload proof of completed actions:

TitlePgTableofContents.pdf

Modify land use policies or development standards to facilitate housing choices and affordability in highest or high resource opportunity areas such as minimum lot sizes, reduced parking requirements, parking maximums, multifamily height requirements, housing overlay zones

No

Use mixed income strategies in highest or high resource opportunity areas (e.g., funding, incentives, policies and programs, density bonuses, land banks, housing trust funds)

No

Update development review processes in highest or high resource opportunity areas such as eliminating conditional use permit process requirements for multifamily, maximizing by-right approvals, minimizing discretionary review opportunities, shortening review timelines, by right processes for community care facilities over seven persons

No

Reduce, defer or mitigate development fees to support housing choices and affordability in highest or high resource opportunity areas (e.g., assess fees based on square footage, type and location)

No

Scattered site project approvals or programs in highest or high resource opportunity areas

No

Inclusionary requirements or similar policies, programs or procedures

No

Other targeted investment and programs in affordability housing in highest or high resource opportunity areas (e.g., sweat equity, down payment assistance, new rental construction)

No

Accessibility modification projects or programs in in highest or high resource opportunity areas

No

In-home or community-based support services in in highest or high resource opportunity areas

No

Implement a campaign or similar actions to combat local opposition to affordable housing in highest or high resource opportunity areas

Yes

Please describe and include relevant links that demonstrate the action was completed:

Esparto has issues with more affordable housing coming to their area. They think people from the Bay area are moving into their small community. An analysis was completed for the Esperanza Crossing 1 property a couple of years ago and most residents were from Yolo County. Page 8 of Housing Element

Please upload proof of completed actions:

Yolo_6th_HousingElement_Pu.pdf

Other (describe how this meets subarea objective):

No

Place-based Strategies to Encourage Community Conservation and Revitalization, including Preservation and Displacement Protection for Lower Income Households or in Moderate and Low Resource Areas and Areas of High Segregation and Poverty

(For Information on Opportunity Areas, Please see TCAC/HCD Opportunity Maps at <https://www.treasurer.ca.gov/ctcac/opportunity.asp>)

Applicant does not have moderate or low resource opportunity areas or areas of high segregation and poverty

No

Utilized or supported funding for acquisition and/or rehabilitation of housing for lower income households or in moderate and low resource opportunity areas or areas of high segregation and poverty

No

Utilized or supported funding for the preservation of units at-risk of conversion to market rate uses

No

Adopt general plan, zoning or other land use policies and procedures to conserve existing housing stock for lower income households or in moderate and low resource opportunity areas or areas of high segregation and poverty (e.g., general plan or specific plan replacement policies, rent control or stabilization ordinance or overlays)

Yes

Please describe and include relevant links that demonstrate the action was completed:

See draft Housing element

Please upload proof of completed actions:

Yolo_6th_HousingElement_Pu.pdf

Utilize or support funding for community conservation and revitalization for lower income households or in moderate and low resource opportunity areas or areas of high segregation and poverty (e.g., infrastructure, active transportation, safe routes to school, parks, schools, other neighborhood improvements)

Yes

Please describe and include relevant links that demonstrate the action was completed:

Safe routes to schools funding and programs are implemented in each rural community with schools such as Esparto, Clarksburg and Knights Landing. Knights Landing worked with the Yolo County Transportation Dept. to get buses to come in the middle of the day for seniors and young families and to create a bus shelter. Parks have been upgraded in Esparto and Clarksburg. Plans are under way for a new Knights Landing park.

Please upload proof of completed actions:

Transportation and Parks.pdf

Adoption of a General Plan Environmental Justice element (i.e., SB 1000 for jurisdictions containing disadvantaged communities) that includes equitable investment strategies for affordable housing, infrastructure and other improvements, and other actions that address disproportionate health burdens.

No

Code enforcement and rehabilitation programs that target lower income households or in moderate and low resource opportunity areas or areas of high segregation and poverty

No

Utilize or support funding for basic infrastructure improvements (e.g., water, sewer) in disadvantaged communities while mitigating displacement and increased costs to vulnerable populations (e.g., seniors, persons with disabilities and farmworkers)

Yes

Please describe and include relevant links that demonstrate the action was completed:

A large project in the unincorporated area of Yolo County was completed in 2019-Westucky Water and Sewer Project which assisted the Water Association with abandonment of their dilapidated water well and septs and connected them to City water and Sewer.

The Westucky Water Association Project is a community public water system, in a small unincorporated area of Yolo County, (bordering Woodland City limits), supporting 15 service connections for approximately 33 people (low income, farmworkers, disable and seniors).

Please upload proof of completed actions:

Westucky Water Project Powerpoint.pptx

Target acquisition and rehabilitation to vacant and blighted properties in moderate and low resource opportunity areas or areas of high segregation and poverty

No

Prioritize capital improvement programs in moderate and low resource opportunity areas, areas of high segregation and poverty or disadvantaged communities pursuant to SB 1000 or SB 244.

No

First right of return policies, ordinances or other procedures for existing residents in acquisition and rehabilitation projects, including moving expenses

No

Multi-lingual tenant counseling or foreclosure assistance

Yes

Please describe and include relevant links that demonstrate the action was completed:

Legal Services of Northern California assists multi-lingual tenants with fair housing counseling

Please upload proof of completed actions:

Legal Services.pdf

Just cause eviction or other efforts improving tenant stability

Yes

Please describe and include relevant links that demonstrate the action was completed:

Legal Services of Northern California assists Yolo County tenants with eviction issues and tenant stability.

Please upload proof of completed actions:

Legal Services.pdf

Policies, ordinances, procedures or investment to preserve single room occupancy, mobile home home parks, condominiums or housing types other than single family uses

Yes

Please describe and include relevant links that demonstrate the action was completed:

Please refer to goals and accomplishments in Housing Element

Please upload proof of completed actions:

Yolo_6th_HousingElement_Pu.pdf

Economic development or other polices, ordinances, investment or other efforts to preserve existing small or other business in moderate and low resource opportunity areas or areas of high segregation and poverty

No

Other (describe how this meets subarea objective)

No

DISASTER RESILIENCY

Applicants must select a "yes" answer to at least one option under each sub-category to demonstrate meeting the disaster resiliency state objectives. Sub-categories include 1. Building Standards, Zoning and Site Planning; and 2. Long Term Planning. Select an option by marking the "yes" answer. For each completed action, include a description of the documentation type (e.g., resolution), relevant links and additional description, if necessary. Relevant links includes links to planning documents, zoning codes and other documents that represent the actual action taken. For example, if the action taken was adoption of a planning document then the link would be to the actual planning document. Additional description should be added only if necessary and provides additional information about the completed action. For example, additional description may include description of a code document or detail about a policy type such as general plan policy number.

Building Standards, Zoning and Site Planning

Building Standards: Consistency with Chapter 7a of the California Building Code (i.e., the “Wildland Urban Interface [WUI] Code”) or Other Pertinent Hazard Mitigation Building Codes.

No

Zoning and Site Planning: Consistency with Government Code Section 66474.02 and applicable regulations for fire safety and defensible space adopted by the State Board of Forestry and Fire Protection pursuant to Sections 4290 and 4291 of the Public Resources Code.

No

Certified Local Ordinances: Local ordinances certified as meeting or exceeding Title 14 SRA Fire Safe Regulations, pursuant to 14 CCR 1270.01 and 1270.03.

No

Fire Protection Plan: Local development review procedures that require project-specific fire protection plan (FPP) or equivalent for all new development projects in high fire hazard severity areas and require that such projects incorporate all recommended risk reduction measures from the FPP or equivalent into project designs or conditions of approval.

Yes

Please describe and include relevant links that demonstrate the action was completed:

See Yolo County Hazard Mitigation Plan

Please upload proof of completed actions:

2018YoloCountyHMPFinal.pdf

Hazard Overlay Zones: Update local zoning to designate hazard overlay zones and associated conditional use, site development standards, and design criteria to mitigate hazards and reduce risks to new development within the overlay zones

Yes

Please describe and include relevant links that demonstrate the action was completed:

See Highway 128 Hazard Mitigation Project

Please upload proof of completed actions:

Hazard Mitigation project.pdf

Wildland Urban Interface (WUI) Risk Reduction Program: Comprehensive WUI risk reduction program and associated funding/financing for existing development to improve defensible space, increase home and structural hardening, and increase vegetation and fuels management in wildland areas adjacent to existing development.?

Yes

Please describe and include relevant links that demonstrate the action was completed:

See Highway 128 Hazard Mitigation Project

Please upload proof of completed actions:

Hazard Mitigation project.pdf

Other (describe how this meets subarea objective)

No

Long Term Planning

For Additional Information, see the Governor’s Office of Planning and Research Website at <https://www.opr.ca.gov/planning/general-plan/>

Safety Element for Wildfire: Recent Amendment (post 2014) pursuant to Government Code 65302(g)(3) and 65302.5.

No

Safety and Conservation Element for Flood: Recent Amendment (Post 2009) pursuant to Government Code Section 65302(d)(1) and (g)(1).

Yes

Please describe and include relevant links that demonstrate the action was completed:

See County Code

Please upload proof of completed actions:

FHDPORDINANCEEXCERPTS2020.pdf

Land Use Element for Disadvantaged Unincorporated Communities: Recent Amendment (Post 2013) pursuant to Government Code Section 65302.10.

No

Safety Element for Climate Adaptation and Resiliency: Recent or Planned Amendment (post 2017) pursuant to Government Code 65302(g)(4). (may also include adoption of a separate climate change adaptation plan or resilience plan incorporated by reference into the safety element that meets minimum requirements in Gov Code 65302(g)(4))

No

Local Hazard Mitigation Update: Adoption with or incorporation by reference into the safety element, pursuant to Government Code 8685.9, and consistent with safety element requirements pursuant to Government Code 65302(g).

Yes

Please describe and include relevant links that demonstrate the action was completed:

See attached Hazard Mitigation Plan

Please upload proof of completed actions:

2018YoloCountyHMPFinal.pdf

Community Wildfire Protection Plan: Collaboratively developed plan which identifies and prioritizes areas for fuel reduction treatment and recommends measures for homeowners and communities to reduce ignitability of structures pursuant to the Healthy Forests Restoration Act.

Yes

Please describe and include relevant links that demonstrate the action was completed:

See Yolo operational Area Firefighting Executive Summary

Please upload proof of completed actions:

ESF4ExecSummaryDraftPublis.pdf

Other (describe how this meets subarea objective)

No

SELF-CERTIFICATION OF FORM

By checking the box below, I certify under penalty of perjury that all of the information contained in the below forms (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this document, including any documents submitted in support of it, may negatively impact the current or future application and award of state funding.

Yes, I certify

Certifying Official's Name:

Mindi Nunes

Certifying Official Title:

Assistant CAO

Certification Date:

6/14/21

State Objectives: 27719007 File Attachments

Please upload proof of completed actions:

landlord incentives 2021.pdf

Please upload proof of completed actions:

FLYER - YOLO COUNTY .pdf

Please upload proof of completed actions:

Yolo_6th_HousingElement_Pu.pdf

Please upload proof of completed actions:

Mercy Housing Certificate of Occupancy (1).pdf

Please upload proof of completed actions:

TitlePgTableofContents.pdf

Please upload proof of completed actions:

Yolo_6th_HousingElement_Pu.pdf

Please upload proof of completed actions:

Yolo_6th_HousingElement_Pu.pdf

Please upload proof of completed actions:

Transportation and Parks.pdf

Please upload proof of completed actions:

Westucky Water Project Powerpoint.pptx

Please upload proof of completed actions:

Legal Services.pdf

Please upload proof of completed actions:

Legal Services.pdf

Please upload proof of completed actions:

Yolo_6th_HousingElement_Pu.pdf

Please upload proof of completed actions:

2018YoloCountyHMPFinal.pdf

Please upload proof of completed actions:

Hazard Mitigation project.pdf

Please upload proof of completed actions:

Hazard Mitigation project.pdf

Please upload proof of completed actions:

FHDPORDINANCEEXCERPTS2020.pdf

Please upload proof of completed actions:

2018YoloCountyHMPFinal.pdf

Please upload proof of completed actions:

ESF4ExecSummaryDraftPublis.pdf

Legislative: 27713966

Name	Attachments
27713966	No

Applications

County of Yolo Housing Rehabilitation Program

Legislative Data

HCD is legally obligated to make sure that legislative representatives, from both U.S. Congress and the California State Legislature, are informed about the programs and projects funded through HCD administered resources. As legislative districts are periodically updated and representatives change, it is important that our jurisdiction partners keep us informed of the different legislators with an interest in CDBG funded Activities. Please complete the information below for your proposed Activity to help us make sure we have your most current legislative representation documented. Please use the full service area of your program or project to determine which congressional and legislative representatives should be notified. If your service area crosses legislative borders, please include information for all of congressional and legislative representatives whose constituents will be eligible for the Activity. This means you may have two or more representatives at the U.S. House of Representatives, California State Senate, and California State Assembly. Indicate how many members for each legislative body need to be informed and then include all of the requested information. Failure to complete this section thoroughly will result in a lack of notification, and can impact your future eligibility for awards, so please be complete. If you have any questions about how to complete this section, please reach out to the CDBG team for further guidance.

Indicate the number Congressperson(s) are in the boundaries of this activity/project?

2

Indicate the number of State Senator(s) are in the boundaries of this activity/project?

2

Indicate the number of State Assembly Member(s) are in the boundaries of this activity/project?

2

Congressperson #1 Name:

John

Congressperson #1 Last Name:

Garamendi

Congressperson #1 District Number:

3

Congressperson #1 Street Address:

2368 Rayburn HOB, Washington, DC 20515

State Senator #1 Name:

Bill

State Senator #1 Last Name:

Dodd

State Senator #1 District Number:

3

State Senator #1 Room Number:

2,082

State Assembly Member #1 Name:

Cecilia

State Assembly Member #1 Last Name:

Aguilar-Curry

State Assembly Member #1 District Number:

4

State Assembly Member #1 Room Number:

5,144

Congressperson #2 Name:

Doris

Congressperson #2 Last Name:

Matsui

Congressperson #2 District Number:

6

Congressperson #2 Street Address:

2311 Rayburn HOB, Washington, DC 20515

State Senator #2 Name:

Richard

State Senator #2 Last Name:

Pan

State Senator #2 District Number:

6

State Senator #2 Room Number:

5,114

State Assembly Member #2 Name:

Kevin

State Assembly Member #2 Last Name:

McCarty

State Assembly Member #2 District Number:

7

State Assembly Member #2 Room Number:

2,136

By typing my name, I hereby understand and certify the legislative data provided herein is true, and correct as presented:

Mindi Nunes

Racial Equity: Housing Acquisition/Rehabilitation Application

Name	Attachments
Housing Acquisition/Rehabilitation Application	Yes

Applications

County of Yolo Housing Rehabilitation Program

Racial Equity

It is a Department priority to ensure all eligible persons receive equitable access to services, and are served with dignity, respect and compassion regardless of circumstance, ability or identity. This includes marginalized populations, including but not limited to, Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not traditionally access mainstream support. The following list of questions highlight items that you as the Grantee might be doing to address racial equity. If you have not started to address racial equity in your housing and community development projects and programs, this is an opportunity to describe your plans for how this funding will reduce disparities and increase racial equity in your communities. Answers in this section will not serve to qualify or disqualify applicants but rather will serve as a baseline measure of the current state of each applicant's disparities, efforts and outcomes.

Please select your application type:

Housing Acquisition/Rehabilitation Application

Has your jurisdiction completed an analysis of racial disparities in its programs that address housing insecurity, homelessness and economic insecurity?

Yes

Please upload your racial equity analysis here:

CoC-Analysis-Tool-2.1.xlsb

How will you capture and analyze data to determine if you have disproportionate outcomes in your CDBG funded project or program for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color who have been historically marginalized and are disproportionately impacted by housing segregation, poverty, and homelessness?

Through the 2021-2029 Draft Yolo County Housing Element, the County will review the data and demographics supplied for the unincorporated area of the County for disproportionate housing needs, displacement risk, fair housing issues, Inventory of lower income sites, racial concentrations (if any), overcrowded households, special needs housing. Although with only being able to serve 6 households throughout 11 rural communities, it will be difficult to address and disproportionate outcomes fully.

How will you respond to identified disparities and use this funding to work toward racial equity in your CDBG funded project or program?

The County will attempt to identify and serve at least 2 qualified households that will meet marginalized or disproportionately impacted outcomes.

Does your organization have requirements for all subrecipients to look at data to determine racial disparities in its programs?

No

Does your organization have requirements for all subrecipients to put a plan in place to address racial disparities if they exist?

No

Identify and describe how people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color will access your CDBG funded project or program.

Do you have Formal partnerships such as MOUs or subrecipient agreements with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?

Yes

Please provide a narrative about the Formal Partnerships you have:

The County has many subrecipient contracts with local community-based organizations (CBO's) that serve individuals who are from underserved and marginalized communities. A majority of the CBO's in the community serving homeless individuals and very low income families attend and/or are voting members of the local CoC. It is through these meetings and subsequent distribution of minutes that information gets further shared. In addition, the County has formal partnerships with each City in Yolo County, which addresses issues in and around their community.

Do you have Informal partnerships with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?

No

Do you have Materials in multiple language and accessible on jurisdiction website?

Yes

Please provide a list and links to the materials in multiple languages:

COVID Property Taxes Press Release <https://www.yolocounty.org/Home/Components/News/News/12572/26?backlist=%2fgovernment%2fgeneral-government-departments%2fcounty-administrator> New Assistance Phone Line Press Release <https://www.yolocounty.org/Home/Components/News/News/12560/26> Community Input on Residents Needs Press Release <https://www.yolocounty.org/Home/Components/News/News/12542/26> Rental Assistance Program Press Release <https://www.yolocounty.org/Home/Components/News/News/12512/26?npage=2> COVID Documents <https://www.yolocounty.org/government/general-government-departments/health-human-services/adults/communicable-disease-investigation-and-control/novel-coronavirus-2019/coronavirus-documents>

Do you have Communications campaigns on social media, radio, television or flyers targeted to people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?

Yes

Please provide a narrative and any applicable links for the communications campaigns:

COVID Documents <https://www.yolocounty.org/government/general-government-departments/health-human-services/adults/communicable-disease-investigation-and-control/novel-coronavirus-2019/coronavirus-documents>

Do you have any 'other' means not listed for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color accessing your CDBG-CV funded project or program?

Yes

Please provide a narrative and links for any other efforts described:

2-1-1 Yolo is the information hub for Yolo County, linking residents to vital health and human services, information, and resources in the community. 2-1-1 Yolo is free, multilingual, confidential, and available 24 hours per day, every day of the year. 2-1-1 Yolo's helpline referrals are tailored to the needs and circumstances of callers, taking into account accessibility, eligibility requirements, and other factors through live assistance from highly-trained resource specialists. In California, 93% of the population has access to 2-1-1.

How are the voices of people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color and those with lived experience of housing insecurity, homelessness and economic insecurity being centered in a meaningful, sustained way in creating effective approaches to addressing disproportionate outcomes in local projects and programs?

Does your jurisdiction have an advisory body for community level planning and decision making (e.g. Housing Advisory Committee, Community Planning Advisory Committee)?

Yes

Does your advisory body have seats for representatives from culturally specific serving organizations and/ or people in protected classes?

Yes

Please upload your governing documents that shows that seats are made available for representatives from culturally specific serving organizations or people in protected classes.

Item 9_Bylaws of HPAC 2021 signed bySD.pdf

Does your advisory body have seats for people with lived experience of housing insecurity, homelessness, and/or economic insecurity?

Yes

Please upload your governing documents that shows that seats are made available for people with lived experience of housing insecurity, homelessness, and/or economic insecurity.

Item 9_Bylaws of HPAC 2021 signed bySD.pdf

Do residents of your jurisdiction have access to any type of Boards and Commissions training to increase the political participation and decision-making power of low-income communities and communities of color? (e.g. Boards and Commissions Leadership Institute, Public Boards and Commissions Training)

No

Have culturally specific organizations (those addressing the needs of protected classes) have been involved in developing your jurisdiction's COVID-19 response strategy, including plans, programming, and service provision?

Yes

Please List:

During the COVID response all CBO's in the HPAC group (CoC) were involved in ensuring that protected classes received educational materials, testing and vaccination clinics, farmworker housing if positive, homeless planning through Project Roomkey, etc.

Has your organization taken steps to ensure these funds are accessible to smaller and non-traditional organizations that have historically been serving communities of color but may not have previously participated formally in government grant programs?

No

Will your organization use these funds to address the organizational capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people?

No

List your partner organizations that are addressing racial equity in the housing and homelessness response system, the economic development sector and the health care sector and how do you partner with them.

Organization Name:

Continuum of Care-Yolo County Homeless & Poverty Action Coalition

Partnership Type:

Coalition of 20 CBO's

Number of years in this type of partnership:

6

Group(s) Served:

Asian, Black, Indigenous People, Latinx, Native American, Pacific Islander

Do you have additional partners to list?

No

Please use the Template for your Affirmative Housing Marketing Plan found here: [Affirmative Fair Housing Marketing Plan Form - Multifamily Housing and Single Family Housing - HUD Exchange](#)

Please upload a copy of your affirmative housing marketing plan.

AFHM.pdf

Racial Equity: Housing Acquisition/Rehabilitation Application File Attachments

Please upload your racial equity analysis here:

CoC-Analysis-Tool-2.1.xlsb

Please upload your governing documents that shows that seats are made available for representatives from culturally specific serving organizations or people in protected classes.

Item 9_Bylaws of HPAC 2021 signed bySD.pdf

Please upload your governing documents that shows that seats are made available for people with lived experience of housing insecurity, homelessness, and/or economic insecurity.

Item 9_Bylaws of HPAC 2021 signed bySD.pdf

Please upload a copy of your affirmative housing marketing plan.

AFHM.pdf

Attachment: CoC-Analysis-Tool-2.1.xlsb

This file format cannot be displayed in a PDF.

BYLAWS OF
YOLO COUNTY HOMELESS AND POVERTY ACTION COALITION,
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

ARTICLE 1: OFFICES

Section 1.1 Principal Office

The principal office for the transaction of the business of the Corporation shall be located at 202 F Street, Davis, California 95616, Yolo County, California. The Directors may change the principal office from one location to another, and this section shall be amended accordingly.

Section 1.2 Other Offices

The Board of Directors may at any time establish branch offices, either within or outside the State of California, in order to advance the proper purposes of the Corporation.

ARTICLE 2: OBJECTIVES AND PURPOSES

This Corporation has been formed under the California Nonprofit Public Benefit Corporation Law for the charitable purposes stated in the Articles of Incorporation.

ARTICLE 3: DEDICATION OF ASSETS

The properties and assets of this nonprofit Corporation are irrevocably dedicated to public benefit and/or charitable purposes. No part of the net earnings, properties, or assets of this Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or any Director or Officer of this Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of this Corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its exempt status under Internal Revenue Code §501(c)(3).

ARTICLE 4: DIRECTORS

Section 4.1 Powers

(a) *General Corporate Powers.* The business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors.

(b) *Specific Powers.* Without prejudice to their general powers, the Directors shall have the power to:

(i) Select and remove the Officers, agents, and Executive Director of the Corporation; prescribe any powers and duties for them that are consistent with the law, with the Articles of Incorporation, and with these Bylaws; and fix their compensation, if any.

(ii) Change the principal executive office or the principal business office in the State of California from one location to another.

(iii) Meet at such times and places as required by these Bylaws.

(iv) Borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes, in the Corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt.

Section 4.2 Number of Directors

The number of Directors shall be not less than nine (9) nor more than fifteen (15), with the exact authorized number of Directors to be determined by the Board from time to time by Amendment to the Bylaws.

Section 4.3 Appointment and Term of Office of Directors

(a) The members of the Board of Directors as of the initial meeting of the Board shall be those persons whose names are attached to these Bylaws as Exhibit A.

Initial members of the Board of Directors, except Ex Officio Directors, shall serve a term of 2 or 3 years, arranged so that no more than half of the Directors' terms shall expire in any year. Each subsequent term shall be for 3 years. Directors may serve the lesser of two consecutive terms, or 6 years.

(b) The Officers shall be selected by a majority vote of the Directors following the appointment or election of Directors at each annual meeting.

(c) The Chair of the Board shall appoint a committee to oversee the nomination process at least 60 days before the date of the election of Directors. The committee will post the Board vacancies on a public website and make Board member applications available to the general public. The nominating committee will review the applications and report on candidates at the Board meeting prior to the annual meeting. The Secretary shall forward to each Director, with the notice of meeting required by these bylaws, a list of all candidates

Section 4.4 Qualifications of Board Members

Any person 18 years of age or older may be nominated or elected to serve as a Director. Directors must be representative of relevant organizations and projects serving homeless subpopulations in Yolo County, or have personally experienced homelessness as defined by the Housing and Urban Development Department.

Section 4.5 Ex Officio Directors.

The City of Davis, City of West Sacramento, City of Woodland, County of Yolo, and Yolo County Housing shall each appoint a representative to serve as an ex officio Director of this corporation, for a term concurrent with their appointment in the jurisdiction or parent

organization. The Ex Officio Directors must have policy level decision making authority with the jurisdiction or parent organization. The ex officio Director will have all the rights of any Director of this corporation, including the right to vote on any matter, unless otherwise provided in these bylaws.

Section 4.6 Vacancies

(a) *Events Causing Vacancy.* A vacancy on the Board of Directors shall be deemed to exist at the occurrence of any of the following:

(i) The death, resignation, or removal of any Director.

(ii) The declaration by resolution of the Board of Directors of a vacancy in the office of a Director who has been declared of unsound mind by court order or convicted of a felony while serving as Director, or who has been found by final order or judgment of any court to have breached a duty under Corporation Code §5231 and following of the California Nonprofit Corporation Law.

(iii) The failure of the Board, at any meeting of the Board at which any Director(s) is to be appointed or elected, to appoint or elect the Director(s) to be appointed or elected at that meeting pursuant to the provisions of Section 4.3(a).

(iv) The failure of the designator to appoint or elect any Director(s) pursuant to the provisions of Section 4.3(a).

(v) The failure of the Board member to attend at least 75% of the Board meetings.

(vi) The increase of the authorized number of Directors.

(vii) The Ex Officio Board member appointed by the jurisdiction or parent organization either no longer works for the jurisdiction or parent organization, or has changed roles within the jurisdiction or organization and the jurisdiction or parent organization chooses to name another Ex Officio Board member.

(viii) The Board member no longer is representative of one of the relevant organizations and projects serving homeless subpopulations in Yolo County.

(b) *Resignation.* Except as provided in this paragraph, any Director may resign, which resignation shall be effective upon receipt of written notice by the Chair of the Board, the President, or the Secretary, unless the notice specifies a later effective date for the resignation. No Director may resign when the Corporation would then be left without a duly elected Director or Directors in charge of its affairs.

(c) *Removal.*

(i) Any Director may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided notice of that meeting and of the removal questions are given as

provided in Section 4.9. Any vacancy caused by the removal of a Director shall be filled as provided in Section 4.5.

(ii) Any Director who does not attend three successive Board meetings will automatically be removed from the Board without Board resolution unless:

(A) The Director requests a leave of absence for a limited period of time, and the leave is approved by the Directors at a regular or special meeting. If such leave is granted, the number of Board members will be reduced by one in determining whether a quorum is or is not present.

(B) The Director suffers from an illness or disability, which prevents them from attending meetings, and the Board by resolution waives the automatic removal procedure of this subsection (ii).

(C) The Board by resolution of the majority of Board members agrees to reinstate the Director who has missed three meetings.

(d) *Filling of Vacancies.* Any vacancy caused by the death, resignation, or removal of a Director shall be filled in accordance with the provisions of Section 4.3(b).

Section 4.7 Place of Meeting; Meeting by Telephone or Videoconference

Regular meetings of the Board of Directors will be held on the fourth Thursday of each month at 9:00 A.M. at the Yolo County Health and Human Services Agency building in Woodland, California. If the fourth Thursday falls on a holiday, the meeting will take place on the third Thursday, or on such other day as the Board determines at the annual meeting. Special meetings of the Board shall be held at any place within or outside of the State of California, as designated in the notice of meeting or, if not stated in the notice or if there is no notice, at the principal office of the Corporation. Notwithstanding the above provisions of this Section 4.7, a regular or special meeting of the Board of Directors may be held at any place consented to in writing by all Board members, either before or after the meeting.

Directors may participate in a meeting through use of conference telephone, electronic video screen communication, or similar communications equipment, so long as all of the following apply: (a) each Board member participating in the meeting can communicate with all the other members concurrently; (b) each member is provided the means of participating in all matters before the board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation; and (c) the corporation adopts and implements means of verifying both of the following: (i) a person communicating by telephone, electronic video equipment, or other communications equipment is a director entitled to participate in the board meeting; and (ii) all statements, questions, actions, or votes were made by that director and not by another person not permitted to participate as a director. Participation in a meeting pursuant to this bylaw shall constitute presence in person at such meeting.

Section 4.8 Annual Meetings

The Board of Directors shall hold an annual meeting at least once a year at a time and place designated by the Board of Directors for purposes of electing officers, designating committees, and transacting regular business.

Section 4.9 Special Meetings

The Chair of the Board, the President, or any two Directors may call special meetings of the Board of Directors for any purpose at any time. Notice of these meetings shall be in accordance with Section 4.10.

Section 4.10 Notice

Other than regular meetings, notice of any meeting of the Board of Directors shall be given to all Directors at least 4 days in advance if given by first-class mail or at least 48 hours in advance if given by notice delivered personally, by telephone, or by electronic transmission in compliance with Section 15.2 of these Bylaws, provided that such notice may be waived by any Director as set forth in Section 4.11. Notice shall not be given by electronic transmission if the corporation is unable to deliver two consecutive notices to a Director by that means, or if the inability to deliver the notice becomes known to the Secretary or other person responsible for giving such notice.

Section 4.11 Waiver of Notice

The transactions of any meeting of the Board of Directors, however called and noticed and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about lack of adequate notice.

Section 4.12 Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 4.13. Every act or decision done or made by a majority of the Directors present at a meeting held at which a quorum is present shall be regarded as the act of the Board of Directors, subject to the provisions of the California Nonprofit Corporation Law. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of any Director, if any action taken is approved by at least a majority of the quorum required for the meeting.

Section 4.13 Adjournment

A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 4.14 Notice of Adjournment

Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment. This notice may be waived in the same manner as set forth under Section 4.11.

Section 4.15 Action Without Meeting

HPAC may take an action required or permitted to be taken by the Board of Directors without a meeting through electronic votes when failure to act would prevent or substantially impair HPAC’s compliance with governing regulations and/or funding. Any Director may bring a motion to the Chair who, in consultation with the Vice-Chair, will determine if it meets the criteria to warrant an electronic vote. If the Chair and Vice-Chair determine that the criteria has been met to warrant an electronic vote, they will ask the HPAC Secretary to conduct an electronic vote of the Directors. The electronic vote will include a time for a comment period, which at minimum, will stay open until the close of business two business days following the date the email is sent. “Reply all” must be used for any comments, questions and answers sent during the comment period. The electronic voting period will start immediately following the close of the comment period and will remain open for a minimum of 48 hours from the closure of the comment period, not counting non-business days. The total number of “yes”, “no”, and “abstain” responses received must constitute a quorum of the voting member agencies, and of these responses, a simple majority of “yes” votes is required in order for the motion to pass. The results of the electronic vote will be added to the agenda for the next HPAC Board meeting, and will be reported out and recorded in the meeting minutes.

Section 4.16 Compensation of Directors

Directors shall serve without compensation. However, the Board may authorize the advance or reimbursement of actual reasonable expenses incurred by a director or member of a committee in carrying out their duties.

Section 4.17 Restriction on Interested Directors

Not more than 49 percent of the persons serving on the Board of Directors at any time may be interested persons. An interested person is (a) any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise; (b) any shareholder, employee or officer of any corporation, or partner or employee of any partnership, which has rendered compensated services to the Corporation within the previous 12 months; and (c) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, mother-in-law, or father-in-law of any person described in

Commented [I1]: This is a statutory requirement.

(a) or (b) of these Bylaws. Any violation of the provisions of this paragraph shall not, however, affect the validity or enforceability of any transaction entered into by the Corporation.

Section 4.18 Director Voting. Each director shall have one vote on each matter presented to the board of directors for action. No director may vote by proxy.

ARTICLE 5: COMMITTEES

Section 5.1 Committees of Directors

The Board of Directors may, by resolution adopted by a majority of the Directors then in office, designate one or more committees consisting of two or more Directors, and only of directors, to serve at the pleasure of the Board. Any member of any committee may be removed, with or without cause, at any time by the Board. Any committee, to the extent provided in the resolution of the Board, shall have all or a portion of the authority of the Board, except that no committee, regardless of the Board resolution, may

- (a) Fill vacancies on the Board of Directors or on any committee;
- (b) Fix the compensation of the directors for serving on the Board or any committee;
- (c) Amend or repeal the Articles of Incorporation or Bylaws or adopt new Bylaws;
- (d) Amend or repeal any resolution of the Board;
- (e) Designate any other committee of the Board or appoint the members of any committee;
- (f) Approve any transaction (i) to which the Corporation is a party and as to which one or more Directors has a material financial interest, or (ii) between the Corporation and one or more of its Directors or between the Corporation and any corporation or firm in which one or more of its Directors has a material financial interest.

Section 5.2 Executive Committee

Pursuant to Section 6.1, the Board may appoint 2 or more Directors and the Chair of the Board of the Corporation, to serve as the Executive Committee of the Board. The Chair of the Board shall serve as chair of the Executive Committee. The Executive Committee, unless limited by a resolution of the Board, shall have and may exercise all the authority of the Board in the management of the business and affairs of the Corporation between meetings of the Board; provided, however, that the Executive Committee shall not have the authority of the Board in reference to those matters enumerated in Section 5.1.

Section 5.3 Advisory Committees

The Board may establish one or more Advisory Committees to the Board. The members of any Advisory Committee may consist of directors or nondirectors. Advisory committees may not exercise the authority of the Board to make decisions on behalf of the corporation, but shall be limited to making recommendations to the Board or the Board's authorized representatives and

to implementing Board decisions and policies. Advisory Committees shall be subject to the supervision and control of the Board.

Commented [I2]: We could list the advisory committees recommended by TAC here (coordinated entry, technical, data, and performance monitoring and evaluation). However the recommended practice is to establish advisory committees by board action, and not list them in the bylaws.

Section 5.4 Audit Committee

At all times that this Corporation is required by applicable law to have an independent audit, or at any time the Corporation voluntarily chooses to do so, the Corporation shall have an Audit Committee consisting of at least two Directors and which may include nonvoting advisors. Directors who are employees of the Corporation or who receive, directly or indirectly, any consulting, advisory, or other compensatory fees from the Corporation (other than for service as Director) may not serve on the Audit Committee. The Audit Committee shall perform the duties and adhere to the guidelines set forth from time to time by the Board. These duties include, but are not limited to: (i) assisting the Board in choosing an independent auditor and recommending termination of the auditor, if necessary, (ii) negotiating the auditor's compensation, (iii) conferring with the auditor regarding the Corporation's financial affairs, and (iv) reviewing and accepting or rejecting the audit. If the Corporation has a Finance Committee, a majority of the members of the Audit Committee may not concurrently serve as members of the Finance Committee, and the Chair of the Audit Committee may not serve on the Finance Committee.

Section 5.6 Meeting and Action of Committees

Meetings and actions of committees of the board shall be governed by, held, and taken under the provisions of these bylaws concerning meetings and other board actions, except that the time for general meetings of board committees and the calling of special meetings of board committees may be set either by board resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The board may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the board has not adopted rules, the committee may do so.

ARTICLE 6: OFFICERS

Section 6.1 Officers

The Corporation shall have the following Officers: Chairperson, Vice Chair, Secretary, and Treasurer, and such other Officers as the Board may designate by resolution and appoint pursuant to Section 6.3. One person may hold two or more offices, except no person serving as Secretary or Treasurer may serve concurrently as Chair of the Board.

Section 6.2 Election of Officers

The Officers of the Corporation shall be chosen by the Directors at the annual meeting of the Board of Directors, and each shall serve at the pleasure of the Board for a one year term. No person serving in an Ex Officio capacity shall be eligible to serve as an Officer of the corporation.

Section 6.3 Removal of Officers

The Board of Directors, at any regular or special meeting of the Board, may remove any Officer, with or without cause.

Section 6.4 Resignation of Officers

Any Officer may resign at any time by giving written notice to the Board of Directors, the Chair, or the Secretary of the Corporation. Any resignation shall take effect at the date of receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective.

Section 6.5 Vacancies in Office

A vacancy in any Office because of death, resignation, removal, disqualification, or any other cause shall be filled only in the manner prescribed in these Bylaws for regular appointments to that Office.

Section 6.6 Responsibilities of Officers

- (a) *Chairperson.* The Chairperson shall be the chief executive officer of the Corporation. They shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws. The Chairperson shall be responsible to the Board of Directors, shall see that the Board is advised on all significant matters of the Corporation's business, and shall see that all orders and resolutions of the Board are carried into effect. The Chairperson shall be empowered to act, speak for, or otherwise represent the Corporation between meetings of the Board within the boundaries of policies and purposes established by the Board and as set forth in the Articles of Incorporation and these Bylaws. The Chairperson shall be responsible for keeping the Board informed at all times of staff performance as related to program objectives, and for implementing any personnel policies adopted by the Board.
- (b) *Vice Chairperson.* In the absence of the Chairperson, or in the event of their inability or refusal to act, the Vice-Chair shall perform all the duties of the Chairperson, and when so acting shall have all the powers of, and be subject to all the restrictions on, the Chairperson. The Vice-Chair shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors.
- (c) *Secretary.* The Secretary shall attend to the following:
- (i) *Book of Minutes.* The Secretary shall keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of Directors and committees of Directors, with the time and place of holding regular and special meetings, and if special, how authorized, the notice given, the names of those present at such meetings, and the proceedings of such meetings.

(ii) *Notices and Other Duties.* The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors required by the Bylaws to be given. The Secretary shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

(c) *Treasurer.* The Treasurer shall be the chief financial officer of the Corporation and shall attend to the following:

(i) *Books of Account.* The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

(ii) *Deposit and Disbursement of Money and Valuables.* The Treasurer shall deposit all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors; shall disburse funds of the Corporation as may be ordered by the Board of Directors; shall render to the Chairperson and Directors, whenever they request it, an account of all financial transactions and of the financial condition of the Corporation; and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

ARTICLE 7: RECORDS AND REPORTS

Section 7.1 Maintenance of Articles and Bylaws

The Corporation shall keep at its principal executive office the original or a copy of its Articles and Bylaws as amended to date.

Section 7.2 Maintenance of Other Corporate Records

The accounting books, records, and minutes of the proceedings of the Board of Directors and any committee(s) of the Board of Directors shall be kept at such place or places designated by the Board of Directors, or, in the absence of such designation, at the principal executive office of the Corporation. The minutes shall be kept in written or typed form, and the accounting books and records shall be kept in either written or typed form or in any other form capable of being converted into written, typed, or printed form.

Section 7.3 Inspection by Directors

Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation and each of its subsidiary corporations. This inspection by a Director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

Section 7.4 Annual Report

Within 120 days after the end of the Corporation's fiscal year, the Chairperson shall furnish or cause to be furnished a written report to all directors containing the following information:

- (a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the Corporation, both unrestricted and restricted for particular purposes, for the fiscal year;
- (d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year;
- (e) Any transaction during the previous fiscal year involving more than \$50,000 in which the Corporation (or its parent or subsidiaries, if any) was a party and in which any director or officer of the Corporation has a direct or indirect financial interest, or any of a number of such transactions in which the same person had a direct or indirect financial interest and which transactions in the aggregate involved more than \$50,000; and
- (f) The amount and circumstances of any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any director or officer of the Corporation pursuant to Article 8 of these Bylaws, unless such indemnification has already been approved pursuant to Section 8.1.

For each transaction, the report must disclose the names of the interested persons involved in such transaction and state such person's relationship to the corporation, the nature of such person's interest in the transaction and, where practicable, the value of such interest.

The report shall be accompanied by any report of independent accountants or, if there is no such report, by the certificate of an authorized officer of this Corporation that such statements were prepared without an audit from the books and records of this Corporation. Such report may be furnished to the directors by electronic transmission in accordance with Section 15.2 of these Bylaws.

Section 7.5 Financial Audit

The Corporation shall obtain a financial audit for any tax year in which it receives or accrues gross revenue of \$2 million or more, excluding grant or contract income from any governmental entity for which the governmental entity requires an accounting. Any audited financial statements obtained by the Corporation, whether or not required by law, shall be made available for inspection by the Attorney General and by the general public within 9 months after the close of the fiscal year to which the statements relate. For 3 years, such statements (a) shall be available at the Corporation's principal, regional, and district offices during regular business hours and (b) shall be made available either by mailing a copy to any person who so requests in person or in writing, or by posting them on the Corporation's website.

ARTICLE 8: INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 8.1 Right to Indemnification

This Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any action or proceeding by reason of the fact that such person is or was an Officer, Director, or agent of this Corporation, or is or was serving at the request of this Corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding, to the fullest extent permitted under the California Nonprofit Corporation Law.

In determining whether indemnification is available to the Director, Officer, or agent of this Corporation under California law, the determination as to whether the applicable standard of conduct set forth in Corporations Code §5238 has been met shall be made by a majority vote of a quorum of Directors who are not parties to the proceeding. If the number of Directors who are not parties to the proceeding is less than two-thirds of the total number of Directors seated at the time the determination is to be made, the determination as to whether the applicable standard of conduct has been met shall be made by the court in which the proceeding is or was pending.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be an agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 8.2 Insurance

This Corporation shall have the power and shall use its best efforts to purchase and maintain insurance on behalf of any Director, Officer, or agent of the Corporation, against any liability asserted against or incurred by the Director, Officer, or agent in any such capacity or arising out of the Director’s, Officer’s, or agent’s status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under Section 8.1 of these Bylaws; provided, however, that the Corporation shall have no power to purchase and maintain such insurance to indemnify any Director, Officer, or agent of the Corporation for any self-dealing transaction, as described in Corporations Code §5233.

ARTICLE 9: CONTRACTS AND LOANS WITH DIRECTORS AND OFFICERS

Section 9.1 Contracts with Directors and Officers

(a) No Director or Officer of this Corporation, nor any other corporation, firm, association, or other entity in which one or more of this Corporation’s Directors or Officers are directors or have a material financial interest, shall be interested, directly or indirectly, in any contract or other transaction with this Corporation, unless (i) the material facts regarding such Director’s or Officer’s financial interest in such contract or transaction and/or regarding such common directorship, officership, or financial interest are fully disclosed in good faith and are noted in the minutes, or are known to all members of the Board prior to consideration by the Board of such contract or transaction; (ii) such contract or transaction is authorized in good faith by a majority

Commented [I3]: The conflict of interest policy is not part of the bylaws and should be spelled out in HPAC’s policies that will be adopted.

of the Board by a vote sufficient for that purpose without counting the vote or votes of such interested Director(s); (iii) prior to authorizing or approving the transaction, the Board considers and in good faith determines after reasonable investigation under the circumstances that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and (iv) this Corporation enters into the transaction for its own benefit, and the transaction is fair and reasonable to this Corporation at the time the transaction is entered into.

(b) The provisions of this Section do not apply to a transaction which is part of an educational or charitable program of the Corporation if it: (i) is approved or authorized by the Corporation in good faith and without unjustified favoritism; and (ii) results in a benefit to one or more Directors or Officers or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this Corporation.

Section 9.2 Loans to Directors and Officers

The Corporation shall not make any loan of money or property to or guarantee the obligation of any Director or Officer, unless approved by the Attorney General of the State of California; provided, however, that the Corporation may advance money to a Director or Officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of the duties of such Director or Officer, provided that in the absence of such advance such Director or Officer would be entitled to be reimbursed for such expenses by the Corporation.

ARTICLE 10: FISCAL YEAR

The fiscal year of the Corporation shall begin on July 1 end on June 30 of each year.

Commented [I4]: This is tentative and to be discussed and determined at the first Board meeting.

ARTICLE 11: AMENDMENTS

These Bylaws may be adopted, amended, or repealed by a majority vote of the entire Board of Directors; provided, however, that amendment or repeal of Section 4.3, Section 4.6 or this ARTICLE 11 shall require the unanimous approval of the Board of Directors.

ARTICLE 12: MEMBERS

This Corporation shall not have voting members within the meaning of the California Nonprofit Corporation Law.

ARTICLE 13: EMERGENCY PROVISIONS

Emergency. The emergency bylaw provisions of this section are adopted in accordance with Corporations Code §5151(g). Notwithstanding anything to the contrary herein, this section applies solely during an emergency, which is the limited period of time during which a quorum cannot be readily convened for action as a result of the following events or circumstances until the event or circumstance has subsided or ended and a quorum can be readily convened in accordance with the notice and quorum requirements in Sections 4.10-4.12 of these bylaws:

(1) A natural catastrophe, including, but not limited to, a hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought, or regardless of cause, any fire, flood, or explosion;

(2) An attack on this state or nation by an enemy of the United States of America, or on receipt by this state of a warning from the federal government indicating that an enemy attack is probable or imminent;

(3) An act of terrorism or other man-made disaster that results in extraordinary levels of casualties or damage or disruption severely affecting the infrastructure, environment, economy, government function, or population, including, but not limited to, mass evacuations; or

(4) A state of emergency proclaimed by the governor of the state in which one or more Directors are resident, or by the President of the United States.

Emergency Actions. During an emergency, the board may

(1) Modify lines of succession to accommodate the incapacity of any director, officer, employee, or agent resulting from the emergency;

(2) Relocate the principal office or authorize the officers to do so;

(3) Give notice to a director or directors in any practicable manner under the circumstances, including, but not limited to, by publication and radio, when notice of a meeting of the board cannot be given to that director or directors in the manner prescribed by Section 4.10-4.12 of these bylaws; and

(4) Deem that one of more officers present at a board meeting is a director, in order of rank and within the same rank in order of seniority, as necessary to achieve a quorum.

During an emergency, the board may not take any action that is not in the corporation's ordinary course of business. Any actions taken in good faith during an emergency under this section may not be used to impose liability on a director, officer, employee, or agent.

ARTICLE 15: CONSTRUCTION AND DEFINITIONS

Section 16.1 Construction and Definitions

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural number includes the singular.

Section 16.2 Electronic Transmission

Subject to any guidelines and procedures that the Board of Directors may adopt from time to time, the terms "written" and "in writing" as used in these Bylaws include any form of recorded message in the English language capable of comprehension by ordinary visual means and may

include electronic transmissions, such as facsimile or e-mail, provided (i) for electronic transmissions *from* the Corporation, the Corporation has obtained an unrevoked written consent from the recipient to the use of such means of communication; (ii) for electronic transmissions *to* the Corporation, the Corporation has in effect reasonable measures to verify that the sender is the individual purporting to have sent such transmission; and (iii) the transmission creates a record that can be retained, retrieved, reviewed, and rendered into clearly legible tangible form.

CERTIFICATE OF SECRETARY

We, the undersigned, the duly elected Chairperson, Vice Chairperson, and Secretary of the Yolo County Homeless and Poverty Action Coalition, a California nonprofit public benefit corporation, do hereby certify:

That the foregoing Bylaws consisting of 15 pages were adopted as the Bylaws of the Corporation by the Directors of the Corporation on March 24, 2021 and the same do now constitute the Bylaws of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 24th day of March, 2021.

Sarah Danley

**EXHIBIT A
DIRECTORS OF THE CORPORATION**

Name	Term
Sarah Danley, Interfaith Rotating Winter Shelter	2021-
Ian Evans, Yolo County (HHSA)	Ex Officio
Janis Holt, Yolo County Housing	Ex Officio
Lynnette Irlmeier, Empower Yolo	2021-
Jeneba Lahai, Yolo County Children’s Alliance	2021-
Lucretia Maas, Communicare	2021-
Deanne Machado, City of Davis	Ex Officio
James McLeod, Yolo Community Care Continuum	2021-
Alysa Meyer, Legal Services of Northern California	2021-
Bill Pride, Davis Community Meals and Housing	2021-
Helen Roland, Davis Opportunity Village	2021-
Mark Sawyer, City of West Sacramento	Ex Officio
Dan Sokolow, City of Woodland	Ex Officio
Daniel Walker, lived experience	2021-
Doug Zeck, Fourth and Hope	2021-

BYLAWS OF
YOLO COUNTY HOMELESS AND POVERTY ACTION COALITION,
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

ARTICLE 1: OFFICES

Section 1.1 Principal Office

The principal office for the transaction of the business of the Corporation shall be located at 202 F Street, Davis, California 95616, Yolo County, California. The Directors may change the principal office from one location to another, and this section shall be amended accordingly.

Section 1.2 Other Offices

The Board of Directors may at any time establish branch offices, either within or outside the State of California, in order to advance the proper purposes of the Corporation.

ARTICLE 2: OBJECTIVES AND PURPOSES

This Corporation has been formed under the California Nonprofit Public Benefit Corporation Law for the charitable purposes stated in the Articles of Incorporation.

ARTICLE 3: DEDICATION OF ASSETS

The properties and assets of this nonprofit Corporation are irrevocably dedicated to public benefit and/or charitable purposes. No part of the net earnings, properties, or assets of this Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or any Director or Officer of this Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of this Corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its exempt status under Internal Revenue Code §501(c)(3).

ARTICLE 4: DIRECTORS

Section 4.1 Powers

(a) *General Corporate Powers.* The business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors.

(b) *Specific Powers.* Without prejudice to their general powers, the Directors shall have the power to:

(i) Select and remove the Officers, agents, and Executive Director of the Corporation; prescribe any powers and duties for them that are consistent with the law, with the Articles of Incorporation, and with these Bylaws; and fix their compensation, if any.

(ii) Change the principal executive office or the principal business office in the State of California from one location to another.

(iii) Meet at such times and places as required by these Bylaws.

(iv) Borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes, in the Corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt.

Section 4.2 Number of Directors

The number of Directors shall be not less than nine (9) nor more than fifteen (15), with the exact authorized number of Directors to be determined by the Board from time to time by Amendment to the Bylaws.

Section 4.3 Appointment and Term of Office of Directors

(a) The members of the Board of Directors as of the initial meeting of the Board shall be those persons whose names are attached to these Bylaws as Exhibit A.

Initial members of the Board of Directors, except Ex Officio Directors, shall serve a term of 2 or 3 years, arranged so that no more than half of the Directors' terms shall expire in any year. Each subsequent term shall be for 3 years. Directors may serve the lesser of two consecutive terms, or 6 years.

(b) The Officers shall be selected by a majority vote of the Directors following the appointment or election of Directors at each annual meeting.

(c) The Chair of the Board shall appoint a committee to oversee the nomination process at least 60 days before the date of the election of Directors. The committee will post the Board vacancies on a public website and make Board member applications available to the general public. The nominating committee will review the applications and report on candidates at the Board meeting prior to the annual meeting. The Secretary shall forward to each Director, with the notice of meeting required by these bylaws, a list of all candidates

Section 4.4 Qualifications of Board Members

Any person 18 years of age or older may be nominated or elected to serve as a Director. Directors must be representative of relevant organizations and projects serving homeless subpopulations in Yolo County, or have personally experienced homelessness as defined by the Housing and Urban Development Department.

Section 4.5 Ex Officio Directors.

The City of Davis, City of West Sacramento, City of Woodland, County of Yolo, and Yolo County Housing shall each appoint a representative to serve as an ex officio Director of this corporation, for a term concurrent with their appointment in the jurisdiction or parent

organization. The Ex Officio Directors must have policy level decision making authority with the jurisdiction or parent organization. The ex officio Director will have all the rights of any Director of this corporation, including the right to vote on any matter, unless otherwise provided in these bylaws.

Section 4.6 Vacancies

(a) *Events Causing Vacancy.* A vacancy on the Board of Directors shall be deemed to exist at the occurrence of any of the following:

(i) The death, resignation, or removal of any Director.

(ii) The declaration by resolution of the Board of Directors of a vacancy in the office of a Director who has been declared of unsound mind by court order or convicted of a felony while serving as Director, or who has been found by final order or judgment of any court to have breached a duty under Corporation Code §5231 and following of the California Nonprofit Corporation Law.

(iii) The failure of the Board, at any meeting of the Board at which any Director(s) is to be appointed or elected, to appoint or elect the Director(s) to be appointed or elected at that meeting pursuant to the provisions of Section 4.3(a).

(iv) The failure of the designator to appoint or elect any Director(s) pursuant to the provisions of Section 4.3(a).

(v) The failure of the Board member to attend at least 75% of the Board meetings.

(vi) The increase of the authorized number of Directors.

(vii) The Ex Officio Board member appointed by the jurisdiction or parent organization either no longer works for the jurisdiction or parent organization, or has changed roles within the jurisdiction or organization and the jurisdiction or parent organization chooses to name another Ex Officio Board member.

(viii) The Board member no longer is representative of one of the relevant organizations and projects serving homeless subpopulations in Yolo County.

(b) *Resignation.* Except as provided in this paragraph, any Director may resign, which resignation shall be effective upon receipt of written notice by the Chair of the Board, the President, or the Secretary, unless the notice specifies a later effective date for the resignation. No Director may resign when the Corporation would then be left without a duly elected Director or Directors in charge of its affairs.

(c) *Removal.*

(i) Any Director may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided notice of that meeting and of the removal questions are given as

provided in Section 4.9. Any vacancy caused by the removal of a Director shall be filled as provided in Section 4.5.

(ii) Any Director who does not attend three successive Board meetings will automatically be removed from the Board without Board resolution unless:

(A) The Director requests a leave of absence for a limited period of time, and the leave is approved by the Directors at a regular or special meeting. If such leave is granted, the number of Board members will be reduced by one in determining whether a quorum is or is not present.

(B) The Director suffers from an illness or disability, which prevents them from attending meetings, and the Board by resolution waives the automatic removal procedure of this subsection (ii).

(C) The Board by resolution of the majority of Board members agrees to reinstate the Director who has missed three meetings.

(d) *Filling of Vacancies.* Any vacancy caused by the death, resignation, or removal of a Director shall be filled in accordance with the provisions of Section 4.3(b).

Section 4.7 Place of Meeting; Meeting by Telephone or Videoconference

Regular meetings of the Board of Directors will be held on the fourth Thursday of each month at 9:00 A.M. at the Yolo County Health and Human Services Agency building in Woodland, California. If the fourth Thursday falls on a holiday, the meeting will take place on the third Thursday, or on such other day as the Board determines at the annual meeting. Special meetings of the Board shall be held at any place within or outside of the State of California, as designated in the notice of meeting or, if not stated in the notice or if there is no notice, at the principal office of the Corporation. Notwithstanding the above provisions of this Section 4.7, a regular or special meeting of the Board of Directors may be held at any place consented to in writing by all Board members, either before or after the meeting.

Directors may participate in a meeting through use of conference telephone, electronic video screen communication, or similar communications equipment, so long as all of the following apply: (a) each Board member participating in the meeting can communicate with all the other members concurrently; (b) each member is provided the means of participating in all matters before the board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation; and (c) the corporation adopts and implements means of verifying both of the following: (i) a person communicating by telephone, electronic video equipment, or other communications equipment is a director entitled to participate in the board meeting; and (ii) all statements, questions, actions, or votes were made by that director and not by another person not permitted to participate as a director. Participation in a meeting pursuant to this bylaw shall constitute presence in person at such meeting.

Section 4.8 Annual Meetings

The Board of Directors shall hold an annual meeting at least once a year at a time and place designated by the Board of Directors for purposes of electing officers, designating committees, and transacting regular business.

Section 4.9 Special Meetings

The Chair of the Board, the President, or any two Directors may call special meetings of the Board of Directors for any purpose at any time. Notice of these meetings shall be in accordance with Section 4.10.

Section 4.10 Notice

Other than regular meetings, notice of any meeting of the Board of Directors shall be given to all Directors at least 4 days in advance if given by first-class mail or at least 48 hours in advance if given by notice delivered personally, by telephone, or by electronic transmission in compliance with Section 15.2 of these Bylaws, provided that such notice may be waived by any Director as set forth in Section 4.11. Notice shall not be given by electronic transmission if the corporation is unable to deliver two consecutive notices to a Director by that means, or if the inability to deliver the notice becomes known to the Secretary or other person responsible for giving such notice.

Section 4.11 Waiver of Notice

The transactions of any meeting of the Board of Directors, however called and noticed and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about lack of adequate notice.

Section 4.12 Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 4.13. Every act or decision done or made by a majority of the Directors present at a meeting held at which a quorum is present shall be regarded as the act of the Board of Directors, subject to the provisions of the California Nonprofit Corporation Law. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of any Director, if any action taken is approved by at least a majority of the quorum required for the meeting.

Section 4.13 Adjournment

A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 4.14 Notice of Adjournment

Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment. This notice may be waived in the same manner as set forth under Section 4.11.

Section 4.15 Action Without Meeting

HPAC may take an action required or permitted to be taken by the Board of Directors without a meeting through electronic votes when failure to act would prevent or substantially impair HPAC's compliance with governing regulations and/or funding. Any Director may bring a motion to the Chair who, in consultation with the Vice-Chair, will determine if it meets the criteria to warrant an electronic vote. If the Chair and Vice-Chair determine that the criteria has been met to warrant an electronic vote, they will ask the HPAC Secretary to conduct an electronic vote of the Directors. The electronic vote will include a time for a comment period, which at minimum, will stay open until the close of business two business days following the date the email is sent. "Reply all" must be used for any comments, questions and answers sent during the comment period. The electronic voting period will start immediately following the close of the comment period and will remain open for a minimum of 48 hours from the closure of the comment period, not counting non-business days. The total number of "yes", "no", and "abstain" responses received must constitute a quorum of the voting member agencies, and of these responses, a simple majority of "yes" votes is required in order for the motion to pass. The results of the electronic vote will be added to the agenda for the next HPAC Board meeting, and will be reported out and recorded in the meeting minutes.

Section 4.16 Compensation of Directors

Directors shall serve without compensation. However, the Board may authorize the advance or reimbursement of actual reasonable expenses incurred by a director or member of a committee in carrying out their duties.

Section 4.17 Restriction on Interested Directors

Not more than 49 percent of the persons serving on the Board of Directors at any time may be interested persons. An interested person is (a) any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise; (b) any shareholder, employee or officer of any corporation, or partner or employee of any partnership, which has rendered compensated services to the Corporation within the previous 12 months; and (c) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, mother-in-law, or father-in-law of any person described in

Commented [I1]: This is a statutory requirement.

(a) or (b) of these Bylaws. Any violation of the provisions of this paragraph shall not, however, affect the validity or enforceability of any transaction entered into by the Corporation.

Section 4.18 Director Voting. Each director shall have one vote on each matter presented to the board of directors for action. No director may vote by proxy.

ARTICLE 5: COMMITTEES

Section 5.1 Committees of Directors

The Board of Directors may, by resolution adopted by a majority of the Directors then in office, designate one or more committees consisting of two or more Directors, and only of directors, to serve at the pleasure of the Board. Any member of any committee may be removed, with or without cause, at any time by the Board. Any committee, to the extent provided in the resolution of the Board, shall have all or a portion of the authority of the Board, except that no committee, regardless of the Board resolution, may

- (a) Fill vacancies on the Board of Directors or on any committee;
- (b) Fix the compensation of the directors for serving on the Board or any committee;
- (c) Amend or repeal the Articles of Incorporation or Bylaws or adopt new Bylaws;
- (d) Amend or repeal any resolution of the Board;
- (e) Designate any other committee of the Board or appoint the members of any committee;

(f) Approve any transaction (i) to which the Corporation is a party and as to which one or more Directors has a material financial interest, or (ii) between the Corporation and one or more of its Directors or between the Corporation and any corporation or firm in which one or more of its Directors has a material financial interest.

Section 5.2 Executive Committee

Pursuant to Section 6.1, the Board may appoint 2 or more Directors and the Chair of the Board of the Corporation, to serve as the Executive Committee of the Board. The Chair of the Board shall serve as chair of the Executive Committee. The Executive Committee, unless limited by a resolution of the Board, shall have and may exercise all the authority of the Board in the management of the business and affairs of the Corporation between meetings of the Board; provided, however, that the Executive Committee shall not have the authority of the Board in reference to those matters enumerated in Section 5.1.

Section 5.3 Advisory Committees

The Board may establish one or more Advisory Committees to the Board. The members of any Advisory Committee may consist of directors or nondirectors. Advisory committees may not exercise the authority of the Board to make decisions on behalf of the corporation, but shall be limited to making recommendations to the Board or the Board's authorized representatives and

to implementing Board decisions and policies. Advisory Committees shall be subject to the supervision and control of the Board.

Commented [I2]: We could list the advisory committees recommended by TAC here (coordinated entry, technical, data, and performance monitoring and evaluation). However the recommended practice is to establish advisory committees by board action, and not list them in the bylaws.

Section 5.4 Audit Committee

At all times that this Corporation is required by applicable law to have an independent audit, or at any time the Corporation voluntarily chooses to do so, the Corporation shall have an Audit Committee consisting of at least two Directors and which may include nonvoting advisors. Directors who are employees of the Corporation or who receive, directly or indirectly, any consulting, advisory, or other compensatory fees from the Corporation (other than for service as Director) may not serve on the Audit Committee. The Audit Committee shall perform the duties and adhere to the guidelines set forth from time to time by the Board. These duties include, but are not limited to: (i) assisting the Board in choosing an independent auditor and recommending termination of the auditor, if necessary, (ii) negotiating the auditor's compensation, (iii) conferring with the auditor regarding the Corporation's financial affairs, and (iv) reviewing and accepting or rejecting the audit. If the Corporation has a Finance Committee, a majority of the members of the Audit Committee may not concurrently serve as members of the Finance Committee, and the Chair of the Audit Committee may not serve on the Finance Committee.

Section 5.6 Meeting and Action of Committees

Meetings and actions of committees of the board shall be governed by, held, and taken under the provisions of these bylaws concerning meetings and other board actions, except that the time for general meetings of board committees and the calling of special meetings of board committees may be set either by board resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The board may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the board has not adopted rules, the committee may do so.

ARTICLE 6: OFFICERS

Section 6.1 Officers

The Corporation shall have the following Officers: Chairperson, Vice Chair, Secretary, and Treasurer, and such other Officers as the Board may designate by resolution and appoint pursuant to Section 6.3. One person may hold two or more offices, except no person serving as Secretary or Treasurer may serve concurrently as Chair of the Board.

Section 6.2 Election of Officers

The Officers of the Corporation shall be chosen by the Directors at the annual meeting of the Board of Directors, and each shall serve at the pleasure of the Board for a one year term. No person serving in an Ex Officio capacity shall be eligible to serve as an Officer of the corporation.

Section 6.3 Removal of Officers

The Board of Directors, at any regular or special meeting of the Board, may remove any Officer, with or without cause.

Section 6.4 Resignation of Officers

Any Officer may resign at any time by giving written notice to the Board of Directors, the Chair, or the Secretary of the Corporation. Any resignation shall take effect at the date of receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective.

Section 6.5 Vacancies in Office

A vacancy in any Office because of death, resignation, removal, disqualification, or any other cause shall be filled only in the manner prescribed in these Bylaws for regular appointments to that Office.

Section 6.6 Responsibilities of Officers

- (a) *Chairperson.* The Chairperson shall be the chief executive officer of the Corporation. They shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws. The Chairperson shall be responsible to the Board of Directors, shall see that the Board is advised on all significant matters of the Corporation's business, and shall see that all orders and resolutions of the Board are carried into effect. The Chairperson shall be empowered to act, speak for, or otherwise represent the Corporation between meetings of the Board within the boundaries of policies and purposes established by the Board and as set forth in the Articles of Incorporation and these Bylaws. The Chairperson shall be responsible for keeping the Board informed at all times of staff performance as related to program objectives, and for implementing any personnel policies adopted by the Board.
- (b) *Vice Chairperson.* In the absence of the Chairperson, or in the event of their inability or refusal to act, the Vice-Chair shall perform all the duties of the Chairperson, and when so acting shall have all the powers of, and be subject to all the restrictions on, the Chairperson. The Vice-Chair shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors.
- (c) *Secretary.* The Secretary shall attend to the following:
- (i) *Book of Minutes.* The Secretary shall keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of Directors and committees of Directors, with the time and place of holding regular and special meetings, and if special, how authorized, the notice given, the names of those present at such meetings, and the proceedings of such meetings.

(ii) *Notices and Other Duties.* The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors required by the Bylaws to be given. The Secretary shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

(c) *Treasurer.* The Treasurer shall be the chief financial officer of the Corporation and shall attend to the following:

(i) *Books of Account.* The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

(ii) *Deposit and Disbursement of Money and Valuables.* The Treasurer shall deposit all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors; shall disburse funds of the Corporation as may be ordered by the Board of Directors; shall render to the Chairperson and Directors, whenever they request it, an account of all financial transactions and of the financial condition of the Corporation; and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

ARTICLE 7: RECORDS AND REPORTS

Section 7.1 Maintenance of Articles and Bylaws

The Corporation shall keep at its principal executive office the original or a copy of its Articles and Bylaws as amended to date.

Section 7.2 Maintenance of Other Corporate Records

The accounting books, records, and minutes of the proceedings of the Board of Directors and any committee(s) of the Board of Directors shall be kept at such place or places designated by the Board of Directors, or, in the absence of such designation, at the principal executive office of the Corporation. The minutes shall be kept in written or typed form, and the accounting books and records shall be kept in either written or typed form or in any other form capable of being converted into written, typed, or printed form.

Section 7.3 Inspection by Directors

Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation and each of its subsidiary corporations. This inspection by a Director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

Section 7.4 Annual Report

Within 120 days after the end of the Corporation's fiscal year, the Chairperson shall furnish or cause to be furnished a written report to all directors containing the following information:

- (a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the Corporation, both unrestricted and restricted for particular purposes, for the fiscal year;
- (d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year;
- (e) Any transaction during the previous fiscal year involving more than \$50,000 in which the Corporation (or its parent or subsidiaries, if any) was a party and in which any director or officer of the Corporation has a direct or indirect financial interest, or any of a number of such transactions in which the same person had a direct or indirect financial interest and which transactions in the aggregate involved more than \$50,000; and
- (f) The amount and circumstances of any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any director or officer of the Corporation pursuant to Article 8 of these Bylaws, unless such indemnification has already been approved pursuant to Section 8.1.

For each transaction, the report must disclose the names of the interested persons involved in such transaction and state such person's relationship to the corporation, the nature of such person's interest in the transaction and, where practicable, the value of such interest.

The report shall be accompanied by any report of independent accountants or, if there is no such report, by the certificate of an authorized officer of this Corporation that such statements were prepared without an audit from the books and records of this Corporation. Such report may be furnished to the directors by electronic transmission in accordance with Section 15.2 of these Bylaws.

Section 7.5 Financial Audit

The Corporation shall obtain a financial audit for any tax year in which it receives or accrues gross revenue of \$2 million or more, excluding grant or contract income from any governmental entity for which the governmental entity requires an accounting. Any audited financial statements obtained by the Corporation, whether or not required by law, shall be made available for inspection by the Attorney General and by the general public within 9 months after the close of the fiscal year to which the statements relate. For 3 years, such statements (a) shall be available at the Corporation's principal, regional, and district offices during regular business hours and (b) shall be made available either by mailing a copy to any person who so requests in person or in writing, or by posting them on the Corporation's website.

ARTICLE 8: INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 8.1 Right to Indemnification

This Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any action or proceeding by reason of the fact that such person is or was an Officer, Director, or agent of this Corporation, or is or was serving at the request of this Corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding, to the fullest extent permitted under the California Nonprofit Corporation Law.

In determining whether indemnification is available to the Director, Officer, or agent of this Corporation under California law, the determination as to whether the applicable standard of conduct set forth in Corporations Code §5238 has been met shall be made by a majority vote of a quorum of Directors who are not parties to the proceeding. If the number of Directors who are not parties to the proceeding is less than two-thirds of the total number of Directors seated at the time the determination is to be made, the determination as to whether the applicable standard of conduct has been met shall be made by the court in which the proceeding is or was pending.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be an agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 8.2 Insurance

This Corporation shall have the power and shall use its best efforts to purchase and maintain insurance on behalf of any Director, Officer, or agent of the Corporation, against any liability asserted against or incurred by the Director, Officer, or agent in any such capacity or arising out of the Director’s, Officer’s, or agent’s status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under Section 8.1 of these Bylaws; provided, however, that the Corporation shall have no power to purchase and maintain such insurance to indemnify any Director, Officer, or agent of the Corporation for any self-dealing transaction, as described in Corporations Code §5233.

ARTICLE 9: CONTRACTS AND LOANS WITH DIRECTORS AND OFFICERS

Section 9.1 Contracts with Directors and Officers

(a) No Director or Officer of this Corporation, nor any other corporation, firm, association, or other entity in which one or more of this Corporation’s Directors or Officers are directors or have a material financial interest, shall be interested, directly or indirectly, in any contract or other transaction with this Corporation, unless (i) the material facts regarding such Director’s or Officer’s financial interest in such contract or transaction and/or regarding such common directorship, officership, or financial interest are fully disclosed in good faith and are noted in the minutes, or are known to all members of the Board prior to consideration by the Board of such contract or transaction; (ii) such contract or transaction is authorized in good faith by a majority

Commented [I3]: The conflict of interest policy is not part of the bylaws and should be spelled out in HPAC’s policies that will be adopted.

of the Board by a vote sufficient for that purpose without counting the vote or votes of such interested Director(s); (iii) prior to authorizing or approving the transaction, the Board considers and in good faith determines after reasonable investigation under the circumstances that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and (iv) this Corporation enters into the transaction for its own benefit, and the transaction is fair and reasonable to this Corporation at the time the transaction is entered into.

(b) The provisions of this Section do not apply to a transaction which is part of an educational or charitable program of the Corporation if it: (i) is approved or authorized by the Corporation in good faith and without unjustified favoritism; and (ii) results in a benefit to one or more Directors or Officers or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this Corporation.

Section 9.2 Loans to Directors and Officers

The Corporation shall not make any loan of money or property to or guarantee the obligation of any Director or Officer, unless approved by the Attorney General of the State of California; provided, however, that the Corporation may advance money to a Director or Officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of the duties of such Director or Officer, provided that in the absence of such advance such Director or Officer would be entitled to be reimbursed for such expenses by the Corporation.

ARTICLE 10: FISCAL YEAR

The fiscal year of the Corporation shall begin on July 1 end on June 30 of each year.

Commented [I4]: This is tentative and to be discussed and determined at the first Board meeting.

ARTICLE 11: AMENDMENTS

These Bylaws may be adopted, amended, or repealed by a majority vote of the entire Board of Directors; provided, however, that amendment or repeal of Section 4.3, Section 4.6 or this ARTICLE 11 shall require the unanimous approval of the Board of Directors.

ARTICLE 12: MEMBERS

This Corporation shall not have voting members within the meaning of the California Nonprofit Corporation Law.

ARTICLE 13: EMERGENCY PROVISIONS

Emergency. The emergency bylaw provisions of this section are adopted in accordance with Corporations Code §5151(g). Notwithstanding anything to the contrary herein, this section applies solely during an emergency, which is the limited period of time during which a quorum cannot be readily convened for action as a result of the following events or circumstances until the event or circumstance has subsided or ended and a quorum can be readily convened in accordance with the notice and quorum requirements in Sections 4.10-4.12 of these bylaws:

(1) A natural catastrophe, including, but not limited to, a hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought, or regardless of cause, any fire, flood, or explosion;

(2) An attack on this state or nation by an enemy of the United States of America, or on receipt by this state of a warning from the federal government indicating that an enemy attack is probable or imminent;

(3) An act of terrorism or other man-made disaster that results in extraordinary levels of casualties or damage or disruption severely affecting the infrastructure, environment, economy, government function, or population, including, but not limited to, mass evacuations; or

(4) A state of emergency proclaimed by the governor of the state in which one or more Directors are resident, or by the President of the United States.

Emergency Actions. During an emergency, the board may

(1) Modify lines of succession to accommodate the incapacity of any director, officer, employee, or agent resulting from the emergency;

(2) Relocate the principal office or authorize the officers to do so;

(3) Give notice to a director or directors in any practicable manner under the circumstances, including, but not limited to, by publication and radio, when notice of a meeting of the board cannot be given to that director or directors in the manner prescribed by Section 4.10-4.12 of these bylaws; and

(4) Deem that one of more officers present at a board meeting is a director, in order of rank and within the same rank in order of seniority, as necessary to achieve a quorum.

During an emergency, the board may not take any action that is not in the corporation's ordinary course of business. Any actions taken in good faith during an emergency under this section may not be used to impose liability on a director, officer, employee, or agent.

ARTICLE 15: CONSTRUCTION AND DEFINITIONS

Section 16.1 Construction and Definitions

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural number includes the singular.

Section 16.2 Electronic Transmission

Subject to any guidelines and procedures that the Board of Directors may adopt from time to time, the terms "written" and "in writing" as used in these Bylaws include any form of recorded message in the English language capable of comprehension by ordinary visual means and may

include electronic transmissions, such as facsimile or e-mail, provided (i) for electronic transmissions *from* the Corporation, the Corporation has obtained an unrevoked written consent from the recipient to the use of such means of communication; (ii) for electronic transmissions *to* the Corporation, the Corporation has in effect reasonable measures to verify that the sender is the individual purporting to have sent such transmission; and (iii) the transmission creates a record that can be retained, retrieved, reviewed, and rendered into clearly legible tangible form.

CERTIFICATE OF SECRETARY

We, the undersigned, the duly elected Chairperson, Vice Chairperson, and Secretary of the Yolo County Homeless and Poverty Action Coalition, a California nonprofit public benefit corporation, do hereby certify:

That the foregoing Bylaws consisting of 15 pages were adopted as the Bylaws of the Corporation by the Directors of the Corporation on March 24, 2021 and the same do now constitute the Bylaws of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 24th day of March, 2021.

Sarah Danley

**EXHIBIT A
DIRECTORS OF THE CORPORATION**

Name	Term
Sarah Danley, Interfaith Rotating Winter Shelter	2021-
Ian Evans, Yolo County (HHSA)	Ex Officio
Janis Holt, Yolo County Housing	Ex Officio
Lynnette Irlmeier, Empower Yolo	2021-
Jeneba Lahai, Yolo County Children's Alliance	2021-
Lucretia Maas, Communicare	2021-
Deanne Machado, City of Davis	Ex Officio
James McLeod, Yolo Community Care Continuum	2021-
Alysa Meyer, Legal Services of Northern California	2021-
Bill Pride, Davis Community Meals and Housing	2021-
Helen Roland, Davis Opportunity Village	2021-
Mark Sawyer, City of West Sacramento	Ex Officio
Dan Sokolow, City of Woodland	Ex Officio
Daniel Walker, lived experience	2021-
Doug Zeck, Fourth and Hope	2021-

Affirmative Fair Housing Marketing (AFHM) Plan - Single Family Housing

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

County of Yolo
21-CDBG-HA-00003 (No. 2529-0013)
12/31/2016)
Page 170 of 174

1a. Applicant's Name, Address (including City, State & Zip code) & Phone Number County of Yolo 625 Court St., Room 202 Woodland, Ca. 95695	1c. Development Number	1d. Number of Units 6
	1e. Price Range From \$ To \$	1f. Type of Housing <input type="checkbox"/> Development <input checked="" type="checkbox"/> Scattered Site
	1g. Approximate Starting Dates (mm/dd/yyyy) Advertising 11/15/2021 Occupancy Already occupied	

1b. Development's Name, Location (including City, State and Zip code) will vary throughout unincorporated Yolo County	1h. Housing Market Area unincorporated Yolo County	1i. Census Tract will vary
	1j. Sales Agent's Name & Address (including City, State and Zip Code) N/A	

2. Type of Affirmative Marketing Area (check all that apply) <input type="checkbox"/> White (non-minority) Area <input type="checkbox"/> Minority Area <input checked="" type="checkbox"/> Mixed Area (with _____ % minority residents)	3. Direction of Marketing Activity (Indicate which group(s) in the housing market area are least likely to apply for the housing because of its location and other factors without special outreach efforts) <input type="checkbox"/> White <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Persons with Disabilities <input type="checkbox"/> Families with Children <input checked="" type="checkbox"/> Other Female Head of Household _____ Specify _____ (e.g. specific ethnic group, religion, etc.)
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4a. **Marketing Program: Commercial Media** (Check the type of media to be used to advertise the availability of this housing)

Newspapers/Publications Radio TV Billboards Other (specify)

Name of Newspaper, Radio or TV Station	Group Identification of Readers/Audience	Size/Duration of Advertising
Daily Democrat	Woodland and surrounding area	1 paid ad-size tbd
West Sacramento News Ledger	West Sacramento/Clarksburg	1 paid ad-size tbd
Winters Express	Winters/Unincorporated Capay Valley	1 paid ad-size tbd

4b. **Marketing Program: Brochures, Signs, and HUD's Fair Housing Poster**

(1) Will brochures, letters, or handouts be used to advertise? Yes No If "Yes", attach a copy or submit when available.

(2) For development site sign, indicate sign size _____ x _____; Logo type size _____ x _____. Attach a photograph of sign or submit when available.

(3) HUD's Fair Housing Poster must be conspicuously displayed wherever sales/rentals and showings take place. Fair Housing Posters will be displayed in the Sales Office Real Estate Office Model Unit Other (specify) At each property

4c. **Marketing Program: Community Contacts.** To further inform the group(s) least likely to apply about the availability of the housing, the applicant agrees to establish and maintain contact with the groups/organizations listed below which are located in the housing market area. If more space is needed, attach an additional sheet. Notify HUD-Housing of any changes in this list. Attach a copy of correspondence to be mailed to these groups/organizations. (Provide all requested information.)

Name of Group/Organization	Group Identification	Approximate Date (mm/dd/yyyy)	Person Contacted (or to be Contacted)
Yolo Interfaith Immigration Netwrk-Apo Yolo	Hispanic	11/15/2021	Lane Suarez
Rise, Inc.	Hispanic	11/15/2021	Tico Zendejas
Empower Yolo	Hispanic	11/15/2021	Josie Enriquez
Address & Phone Number	Method of Contact	Indicate the specific function the Group/Organization will undertake in implementing the marketing program	
none-volunteers	emails, calls	disseminating flyers and application assistance	
17317 Fremont St., Esparto, Ca. 95627	emails, calls	disseminating flyers and application assistance	
175 Walnut St., Woodland, Ca. 95695	email, calls	disseminating flyers and application assistance	

5. **Reserved**

6. **Experience and Staff Instructions** (See instructions)

6a. Staff has affirmative marketing experience.
 No Yes

6b. On separate sheets, indicate training to be provided to staff on Federal, State and local fair housing laws and regulations, as well as this AFHM Plan. Attach a copy of the instructions to staff regarding fair housing.

7. **Additional Considerations** Attach additional sheets as needed.

8. **Compliance with AFHM Plan Regulations:** By signing this form, the applicant agrees to ensure compliance with HUD's Affirmative Fair Housing Marketing Regulations (24 CFR 200.620).

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

Colleen Brock 06/14/2021

Name (type or print)
 Colleen Brock

Title & Name of Company
 Sr. Management Analyst, Yolo County Housing, Contractor to County

For HUD-Office of Housing Use Only	For HUD-Office of Fair Housing and Equal Opportunity Use Only
Approved _____ Disapproved _____ (Check One)	
Signature & Date (mm/dd/yyyy)	Signature & Date (mm/dd/yyyy)
Name (type or print)	Name (type or print)
Title	Title

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

In General: The Affirmative Fair Housing Marketing (AFHM) Plan is used to ensure that Federal Housing Administration (FHA)-insured single family housing developers are taking necessary steps to eliminate discriminatory practices and to overcome the effects of past discrimination involving Federally insured housing. No application for any housing development insured under the Department of Housing and Urban Development's (HUD) housing programs, shall be funded without a HUD-approved AFHM Plan (See the "Applicability" section in the instructions below.) Single family housing developers complete the AFHM Plan only during the application process and the AFHM Plan is in effect until after initial occupancy. The responses are required to obtain or retain benefits under the Fair Housing Act, Section 808(e)(5) & (6) and 24 CFR Part 200, Subpart M. The form contains no questions of a confidential nature.

Applicability: Single family developers should answer the following two questions to determine if they need to complete an AFHM Plan or if they should complete block 11 on Form HUD-92541, Builder's Certification of Plans, Specifications, & Site. (See HUD Mortgagee Letter 1995-18 dated April 28, 1995 and 2001-09 dated April 2, 2001 for further instructions).

Question 1. (Check if applicable)

- a. Did you sell five (5) or more houses in the last twelve (12) months with HUD mortgage insurance?
- b. Do you intend to sell five (5) or more houses within the next twelve (12) months with HUD mortgage insurance?

If you did **not** check 1a or 1b, you do **not** have to complete an AFHM Plan. You should complete block 11 on the HUD-92541.

If you checked 1a and/or 1b, you must go to Question 2.

Question 2. (Check if applicable)

- a. I am a signatory in good standing to a Voluntary Affirmative Marketing Agreement (VAMA).
- b. I have an AFHM Plan that HUD approved.
- c. I have contracted with a company that has an AFHM Plan or who is a signatory to a VAMA to market my houses.
- d. I certify that I will comply with the following: (a) Carry out an affirmative marketing program to attract all minority and majority groups to the housing for initial sale. Such a program shall typically involve publicizing to minority persons the availability of housing opportunities regardless of race, color, religion, sex, disability, familial status or national origin, through the type of media customarily utilized by the applicants; (b) Maintain a nondiscriminatory hiring policy in recruiting from both minority and majority groups; (c) Instruct all employees and agents in writing and orally of the policy of nondiscrimination and fair housing; (d) Conspicuously display the Fair Housing Poster in all Sales Offices, include the Equal Housing Opportunity logo, slogan and statement in all printed material used in connection with sales, and post in a prominent position at the project site a sign that displays the Equal Opportunity logo, slogan or statement, as listed in 24 CFR 200.620 and appendix to subpart M to part 200. I understand that I am obliged to develop and maintain records on these activities, and make them available to HUD upon request.

If you checked "a, b, c, or d" in Question 2, you do **not** have to complete an AFHM Plan. You should complete block 11 on the HUD-92541.

Budget: 27690997

Application

County of Yolo Housing Rehabilitation Program

Please use the following link to view the application budget. This link will open in a new window.

<https://portal.ecivis.com/#/peerBudget/D9C74677-675C-4683-A34D-03300934B4B1>

Budget Status

Not Approved

Budget Report

Passthrough Agency: California Department of Housing and Community Development
 Program: CDBG - Housing 2021
 Stage: Pre-Award

Report Date: 08/02/2022
 Requested By: Mindi Nunes
Mindi.Nunes@yolocounty.org

Budget Items										
Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity	Construction Manager	CDBG - PI COH	0	\$0.00	\$0.00	\$70,000.00	\$0.00		\$0.00	Direct Cost
	Permits, Plan Check,	CDBG - PI COH	0	\$0.00	\$0.00	\$5,000.00	\$0.00		\$0.00	Direct Cost
	Inspection Fees	CDBG	0	\$0.00	\$0.00	\$3,200.00	\$0.00		\$0.00	Direct Cost
	Permits, Plan Check,	CDBG	0	\$0.00	\$0.00	\$16,000.00	\$0.00		\$0.00	Direct Cost
	Inspection Fees	CDBG - PI COH	0	\$0.00	\$0.00	\$3,000.00	\$0.00		\$0.00	Direct Cost
	Construction- Site Work & General Requirements	CDBG - PI COH	0	\$0.00	\$0.00	\$30,000.00	\$0.00		\$0.00	Direct Cost
	Relocation Costs	CDBG - PI COH	0	\$0.00	\$0.00	\$33,500.00	\$0.00		\$0.00	Direct Cost
	Architect/Engineer Fees	CDBG - PI COH	0	\$0.00	\$0.00	\$361,800.00	\$0.00		\$0.00	Direct Cost
	Construction - Labor & Materials	CDBG	0	\$0.00	\$0.00	\$8,000.00	\$0.00		\$0.00	Direct Cost
	Construction - Labor & Materials	CDBG-PI COH	0	\$0.00	\$0.00	\$100,000.00	\$0.00		\$0.00	Direct Cost
	Environmental Reviews	CDBG	0	\$0.00	\$0.00	\$42,000.00	\$0.00		\$0.00	Direct Cost
	Procurement, Underwriting, Application processing, Loan fees	CDBG - PI COH	0	\$0.00	\$0.00	\$672,500.00	\$0.00		\$0.00	Direct Cost
	Procurement, Underwriting, Application processing, Loan fees	CDBG - PI COH	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Cost
Activity Total			0	\$0.00	\$0.00	\$672,500.00	\$0.00		\$0.00	
General Administration										
	Admin Consultant	CDBG	0	\$0.00	\$0.00	\$32,800.00	\$0.00		\$0.00	Direct Cost
	Admin Consultant	CDBG - PI COH	0	\$0.00	\$0.00	\$38,500.00	\$0.00		\$0.00	Direct Cost
	Admin costs	CDBG	0	\$0.00	\$0.00	\$1,700.00	\$0.00		\$0.00	Direct Cost
	Admin Costs	CDBG - PI COH	0	\$0.00	\$0.00	\$2,000.00	\$0.00		\$0.00	Direct Cost
	Advertising	CDBG	0	\$0.00	\$0.00	\$500.00	\$0.00		\$0.00	Direct Cost
	Advertising	CDBG - PI COH	0	\$0.00	\$0.00	\$2,000.00	\$0.00		\$0.00	Direct Cost
General Administration Total			0	\$0.00	\$0.00	\$77,500.00	\$0.00		\$0.00	
Activity Delivery										
Activity Delivery Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Other										
Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Other			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Grant Total			0	\$0.00	\$0.00	\$750,000.00	\$0.00		\$0.00	