

**AGREEMENT**  
**(BOS AGREEMENT No. \_\_\_\_ - \_\_\_\_)**

THIS AGREEMENT is made and entered into as of the last date signed below by and between the County of Yolo, a political subdivision of the State of California (“County”), and Yolo County Housing, a public body corporate and politic (“YCH”), jointly referred to as the “Parties” herein and who agree as follows:

**TERMS**

1. **Services.** The Parties shall perform the services set forth in Exhibit A.
2. **Term.** The initial term of this Agreement shall be from October 1, 2024 through June 30, 2025 unless sooner terminated. At the County’s option the Agreement may be extended for four (4) additional twelve (12) month periods on the same terms and conditions as set forth in this Agreement upon written notice to YCH by the Yolo County Health and Human Services agency Director or her/his designee (“Director”).
3. **Exhibits.** The complete contract shall include the following exhibits attached to and incorporated into this Agreement:

- Exhibit A: Scope of Services
- Exhibit B: Budget and Method of Payment
- Exhibit C: Insurance Requirements
- Exhibit D: Federal Funding Requirements

4. **Compensation.**
  - A. **Initial Term:** Subject to YCH’s satisfactory and complete performance of all the terms and conditions of this Agreement, and upon YCH’s submission of an appropriate claim, County shall pay YCH no more than a total amount of **\$259,927.32**, in accordance with Exhibit B for the initial term.
  - B. **Option Years:** The County may exercise its option to extend the term of the Agreement pursuant to Section 2. of the Agreement. In the event that County elects to exercise an option, County shall notify YCH in writing. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum payment obligation, subject to Exhibit B and the maximums set forth below:

<b>Option Year/ Fiscal Year (OY/FY)</b>	<b>Revised Agreement Expiration Date Per OY/FY</b>	<b>Maximum Increased Funding Amount Per OY/FY</b>	<b>Revised Agreement Lifetime Maximum Per OY/FY</b>
OY/FY 2025-26	On or before June 30, 2026	Less than or equal to \$346,569.76	Less than or equal to \$606,497.08
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to \$346,569.76	Less than or equal to \$953,066.84
OY/FY 2027-28	On or before June 30, 2028	Less than or equal to \$346,569.76	Less than or equal to \$1,299,636.60
OY/FY 2028-29	On or before June 30, 2029	Less than or equal to \$346,569.76	Less than or equal to \$1,646,206.36

In no event shall the term of the Agreement extend beyond **June 30, 2029** nor shall the total contract maximum exceed the amount of **ONE MILLION SIX HUNDRED FORTY-SIX THOUSAND TWO HUNDRED SIX DOLLARS AND THIRTY-SIX CENTS (\$1,646,206.36)** otherwise agreed

to in writing by the Parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

**5. Security Deposit.** A security deposit was made under Agreement No. 19-274 and the deposit is to be held under this new Agreement. The Security Deposit of six thousand nine hundred dollars (\$6,900) is to be applied towards repairs, damages, or replacement of appliances. Any remaining funds are to be returned to Yolo County Health and Human Services at termination of this Agreement.

**6. Insurance.** The Parties, at each party's sole cost and expense, shall obtain and maintain throughout the entire term of this Agreement, the insurance set forth in Exhibit C.

**7. Indemnity.** Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

In providing any defense under this Section, the indemnifying party shall use counsel reasonably acceptable to the party being indemnified. The provisions of this Section shall survive the termination or expiration of this Agreement.

**8. Subcontractors.** YCH shall have the right to use any subcontractor it has under contract and agrees to indemnify, defend, protect, hold harmless, and release County from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of said subcontractor. This indemnification obligation shall survive the expiration or termination of this Agreement.

**9. Compliance with laws.** YCH shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. YCH shall defend County and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that YCH has violated any applicable law or regulation.

**10. Termination**

**A.** Either party may terminate this Agreement for any reason or no reason with sixty (60) days' written notice to the other party.

**B.** County may immediately terminate this Agreement if:

- 1.** The funding for the services provided under this Agreement is terminated; or
- 2.** YCH is unable or unwilling to comply with such additional conditions as may be applied by funding under this Agreement.

**C.** This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the YCH pursuant to this Agreement. If the County's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days' advance written notice thereof to the YCH, in which even the County shall have no obligation to pay the YCH any further funds or provide other consideration and the YCH shall have no obligation to provide any further services under this Agreement.

**D.** The termination of this Agreement shall not relieve YCH of liability to County for any damages sustained by County by virtue of any act or omission or breach of this Agreement by YCH and County may offset any such damages against any reimbursement or payments otherwise due YCH pursuant to this Agreement or any other agreement. County may also take any corrective action as otherwise provided by State laws and regulations.

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

**11. Default.** Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than 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 the 30-day period (or such longer period as is specified in the notice or agreed to by the Parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days' advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

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

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

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

**15. 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 YCH at their respective addresses as follow:

**YCH:**

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

**County:**

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

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

**YCH:**

[Ian.Evans@ych.ca.gov](mailto:Ian.Evans@ych.ca.gov)

**County:**

Contracts Unit: [HHSAContracts@yolocounty.gov](mailto:HHSAContracts@yolocounty.gov)

Contract Administrator: [Jaime.Gordon@yolocoutny.gov](mailto:Jaime.Gordon@yolocoutny.gov)

**B.** Any party may change the address or email address to which such communications are to be given by providing the other party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

**C.** All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

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

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

**18. Choice of law; venue.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

**19. Specific County Authority.**

**A.** Director's Authority: The Director may exercise optional extensions, if any, and execute related option notices in conformance with the conditions of Sections 2. and 4. of the Agreement. The Director may also issue any other general notices regarding the administration of this Agreement.

**B.** County Procurement Manager's Authority: The Yolo County Deputy Director/Manager of Procurement ("Procurement Manager") may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager's Authority, as prescribed in the then current Yolo County Procurement Policy. The Yolo County Procurement Manager may also issue termination notices in conformance with Section 10. of this Agreement.

**C.** Yolo County Board of Supervisors' Authority: All other authority related to this Agreement is reserved by the Yolo County Board of Supervisors.

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BOS No.  
Infor Contract No. 2017  
Cobblestone ID No.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the last date signed below herein by affixing their signatures thereafter.

**YCH**

**COUNTY OF YOLO**

\_\_\_\_\_  
Ian Evans, Executive Director  
Yolo County Housing

\_\_\_\_\_  
Lucas Frerichs, Chair  
Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Nolan Sullivan, Director  
Health and Human Services Agency

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By: \_\_\_\_\_  
Deputy (Seal)

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

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

## EXHIBIT A – SCOPE OF WORK

### I. Lease of Residence

Acknowledgement of Use of CalWORKs Funds and Purpose of Lease.

### II. Management of Residences

#### A. Responsibilities of Both Parties:

1. Consult and collaborate as needed in order to ensure the successful partnership with Portale Properties, LLC for the properties located at 1811 and 1815 Merkley Avenue, West Sacramento, CA 95691.
2. Consult and collaborate as needed in order to ensure that there is enough funding for the partnership.

#### B. Responsibilities of County:

1. Maintain an ongoing list of eligible CalWORKs homeless families available as tenants for the Merkley apartment complex.
2. Provide case management services for CalWORKs homeless families that reside in the Merkley apartment complex.
3. Provide financial support services, paid to YCH as specified in Exhibit B.

#### C. Responsibilities of YCH:

1. Execute a master lease agreement with Portale Properties, LLC to allow 12 units to be available for CalWORKs homeless families as referred by County.
2. Full scope property management services.
3. Pay utility expenses up-front using the following methods:
  - a. Tenant share to be determined on a case-by-case basis with overages billed to tenant; and
  - b. Laundry room utilities to be paid for from revenue received from coin-operated laundry service.
4. Site Maintenance.
5. Tenant relations.
6. To hold separately and account for any funds received from the coin-operated laundry service that exceed the maintenance expenses and utilities for the on-site laundry rooms.

**EXHIBIT B – METHOD OF PAYMENT AND BUDGET**

**A. Costs:** County will compensate YCH for the monthly costs as set forth below on behalf of the tenants:

<b>Portale/Merkley West Sacramento- Twelve (12) Units Monthly Financial Support</b>	
Rent Paid to property owner (by YCH)	\$15,600.00
Utilities & Pest Control	\$3,000.00
Regular Materials/Supplies	\$600.00
Maintenance -1/2 FT staff	\$6,500.00
Emergency Maintenance- 1 hour per week 24/7 on-call	\$325.00
Property Management- 1/4 time staff	\$1,520.13
Services Costs for cameras	\$128.33
10% Administration	\$1,207.34
<b>Monthly Total</b>	<b>\$28,880.80</b>

NOTE: Any of the above funding not spent annually will be put into a reserve for future cost needs to maintain the properties and programs. Catastrophic tenant damage billed at time and materials, funding pulled from reserves when available. Prior to initiating work, YCH shall provide an estimate to County of these costs. County shall provide written permission to begin work and approval shall not be unreasonably withheld by County.

**B. Method of Payment**

1. Monthly costs (other than monthly rent) shall be paid as follows:

a. YCH shall submit monthly invoices to County detailing the services provided, and an itemization of the actual expenses for which reimbursement is requested. Any claim for additional services pursuant to Section A shall also include a copy of the County’s written approval in advance of such services being provided. If requested by the County, YCH shall provide any further documentation to verify the compensation and reimbursement sought by YCH.

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

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

2. Monthly rents shall be paid as follows:

a. YCH shall submit monthly invoices to County detailing the monthly rent and property management costs as described in Exhibit A. Claims shall be submitted to the County by the 15<sup>th</sup> of the prior month in which the rent is due.

b. County shall authorize payment to YCH on behalf of the tenants as described in Exhibit A, by the 7<sup>th</sup> day of the month in which the rent is due.

3. Claims for payment shall be submitted via an electronic format sent to: [HHSA.AccountsPayable@yolocounty.gov](mailto:HHSA.AccountsPayable@yolocounty.gov). All claims shall be submitted with any required supporting documentation accompanying the claim. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission.

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**EXHIBIT B – METHOD OF PAYMENT AND BUDGET**

**C. Budgets**

<b>Yolo County Housing Authority</b>		
<b>CalWORKs Housing Support</b>		
	<b>Cost Items</b>	<b>Fiscal Year 2024-25</b> October 1, 2024 through June 30, 2024
1	Monthly Rent (12 Merkley Units)	\$140,400.00
2	Paid To Asset Manager	\$108,661.20
3	Indirect/Overhead/Administration, not to exceed 10% of Personnel Costs (Item 2)	\$10,866.12
4	<b>Total</b>	<b>\$259,927.32</b>

<b>Yolo County Housing Authority</b>		
<b>CalWORKs Housing Support</b>		
	<b>Cost Items</b>	<b>Option Year(s)</b> July 1st through June 30th
1	Monthly Rent (12 Merkley Units)	\$187,200.00
2	Paid To Asset Manager	\$144,881.60
3	Indirect/Overhead/Administration, not to exceed 10% of Personnel Costs (Item 2)	\$14,488.16
4	<b>Total</b>	<b>\$346,569.76</b>

## EXHIBIT C – INSURANCE REQUIREMENTS

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

1. **Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
2. **Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage
4. **Workers’ Compensation** – Statutory Limits/Employers’ Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

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

## **EXHIBIT D – FEDERAL FUNDING REQUIREMENTS**

### **A. 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, YCH, or any other party pertaining to any matter resulting from this Agreement.

### **B. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The YCH acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the YCH's actions pertaining to this Agreement.

### **C. SUSPENSION AND DISBARMENT:**

1. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such the YCH is required to verify that none of the YCH, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).
2. The YCH 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.
3. This certification is a material representation of fact relied upon by the County. If it is later determined that the YCH did not comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C, in addition to remedies available to (name of sub-awarding State agency, if applicable), and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or disbarment.
4. The YCH agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000 Subpart C throughout the period of this Agreement. The YCH further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **D. CLEAN AIR ACT**

1. The YCH agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401 et. Seq.
2. The YCH agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to DHCS, CMS, SAMSHA, and the appropriate Environmental Protection Agency Regional Office.
3. The YCH agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by CMS or SAMSHA.

### **E. FEDERAL WATER POLLUTION CONTROL ACT**

1. The YCH agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. Seq.
2. The YCH agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to DHCS, CMS, SAMSHA, and the appropriate Environmental Protection Agency Regional Office.
3. The YCH agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole.