

# REGIONAL HOUSING AUTHORITY



## Request For Proposals

### Banking Services

October 1, 2018

## Request for Proposal Instructions

Bid Title	Request for Proposal for Banking Services
Bid Start Date	October 1, 2018
End Date	October 31, 2018
Question & Answer	October 1-15, 2018
Bid Contact	Gail L. Allen, Chief Financial Officer G.Allen@RegionalHA.org
Contract Duration	5 year Contract -- 3 years and 2 one-year extensions

### **Background**

RHA is soliciting proposals from qualified financial institutions to provide banking services to support the operations of RHA. Interested proposers must carefully review the instructions outlined. In their transmittal letter, Proposer must confirm their ability to commence work immediately following contract award and transition services by January 2, 2019.

### **Solicitation Requirements**

Proposers may submit proposals using either an electronic method (E-mail) or hard copies delivered in accordance with article 2.01 of Exhibit A. Documentation submitted by any other method or received after the deadline will be rejected. In addition, all questions and request for clarification must be submitted through E-mail via the Chief Financial Officer at [G.Allen@RegionalHA.org](mailto:G.Allen@RegionalHA.org).

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## INTRODUCTION

The Regional Housing Authority (RHA) was established in 1946 by the County of Sutter, City of Yuba City and City of Live Oak to locally administer federal rent subsidy programs authorized under the United States Housing Act of 1937. Now in its 72nd year, RHA provides rental subsidies and develops affordable housing for low income families, seniors and persons with disabilities living in the Cities of Yuba City, Live Oak and Colusa along with the Counties of Sutter, Yuba, Nevada and Colusa. Through its affiliate entities, RHA manages approximately 2,239 affordable rental units across 15 housing developments and approximately 1,661 Housing Choice Vouchers.

The Regional Housing Authority's mission is to provide and inspire affordable housing solutions that will enable low-income individuals to achieve financial stability and self-reliance.

For more information about RHA, please visit our website at [www.RegionalHA.org](http://www.RegionalHA.org).

## STATEMENT OF REQUIREMENT

RHA is soliciting proposals from qualified financial institutions to provide banking services in support of RHA operations. A description of RHA's "Current Banking Services Structure" and "Scope of Services" is outlined in Exhibit C.

The successful Proposer will develop a transition plan to coordinate a smooth transition from our current financial institution. In the plan, the Proposer must describe its technical approach to ensure that all services are transitioned before the 2019 calendar year (January 1). Interested Proposers must submit a complete response to this RFP using the format provided in "Article 3 – Proposal Format".

The successful Proposer will enter into a contract with RHA using the standard contract template (Exhibit D). The contract term is anticipated to begin on or around January 2, 2019 and continue for a period of three (3) years (Initial Term). RHA holds the option to extend the agreement for two (2) additional one (1) year periods after the Initial Term.

The estimated timeline for this solicitation is as follows:

<b>Milestone</b>	<b>Date</b>
Release Request for Proposals	October 1, 2018
Questions & Answers Deadline	October 15, 2018
Solicitation End Date	October 31, 2018
Interviews/Evaluation/Selection	November 1, 2018
Contract Award	November 30, 2018
Project Kick-Off Meeting	January 7, 2019

In submitting their qualifications, Proposers are agreeing to the terms and conditions outlined in RHA's sample contract. Further, this solicitation is subject to RHA's reservation of rights as outlined under the General Conditions and other provisions outlined below and terms outlined in any HUD form, included as part of this solicitation.

## GENERAL CONDITIONS

### ARTICLE 1 — RHA'S RESERVATION OF RIGHTS

- 1.1 Right to Amend, Reject, Waive, or Terminate the Solicitation -- RHA reserves the right to amend through addenda, to reject any or all bids, to waive any informality in the solicitation process, or to terminate the process at any time, if RHA deems it necessary or in its best interests.
- 1.2 Right to Not Award -- RHA reserves the right not to award a contract pursuant to this solicitation.
- 1.3 Right to Terminate -- RHA reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for its convenience upon ten (10) days written notice to the successful Bidder(s).
- 1.4 Right to Determine Time and Location -- RHA reserves the right to determine the days, hours and locations that the successful Bidder(s) shall provide the services called for in this solicitation.
- 1.5 Right to Retain Bids -- RHA reserves the right to retain all bids submitted and not permit their withdrawal, unless authorized in writing by RHA's Procurement Representative, for a period of ninety (90) days following the bid deadline.
- 1.6 Right to Reject Any Bid -- RHA reserves the right to reject any bid, in whole or in part, that does not meet the requirements of this solicitation, including but not limited to, incomplete bids and bids offering conflicting, alternate or non-requested services.
- 1.7 No Obligation to Compensate -- RHA shall have no obligation to compensate any Bidder for any costs incurred in responding to this solicitation.
- 1.8 Price Firm -- Proposed prices must be firm for ninety (90) days from date of proposal.
- 1.9 Equal Opportunity -- RHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, and small businesses to submit bids, to enter into partnerships, or to participate in other business activity in response to this solicitation. Section 3 of the Housing and Urban Development Act of 1968 requires RHA to the greatest extent feasible to provide employment opportunities to the Section 3 residents. Section 3 residents include residents of RHA communities and other low-income residents of Santa Clara County.
- 1.10 No Oral Agreement -- No conversation with any officer, employee, agent or consultant of RHA, either before, during, or after the execution of the contract, affects or modifies any terms or obligations contained in the contract documents, nor entitles successful Bidder to any adjustment in the contract time or contract sum whatsoever.

### ARTICLE 2 — PROPOSAL PROCESS

- 2.1 Electronic/Hard Copy Proposal Submittal -- All proposals submitted in response to this solicitation shall be submitted in accordance with the direction provided in these instructions so that RHA can properly evaluate the offers received. None of the proposed services may conflict with any

requirement RHA has published herein or has issued by addendum. Proposers must submit the following:

- One electronic copy of their proposal via E-mail, and
- Two bound, hard copies of their proposal delivered to RHA by the deadline stated and addressed to:

Gail L. Allen, Chief Financial Officer  
Regional Housing Authority  
1455 Butte House Road  
Yuba City, CA 95993  
G.Allen@RegionalHA.org

- 2.2 Entry of Proposed Fees/Bid Form -- Proposers shall submit their proposed fees through E-mail and submit a copy of the same within their hard copy proposal. Unless otherwise stated, the proposed fees are inclusive of all related costs that the successful Proposer will incur to provide the noted services, including but not limited to: employee wages and benefits, clerical support, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, travel, and reasonable document copying.
- 2.3 Pricing of Services or Items -- Pricing shall remain fixed throughout the term of the contract.
- 2.4 Proposal Submission -- All proposals must be submitted no later than the submittal deadline stated in E-mail or in any ensuing addendum.
- 2.5 Submission Conditions -- Proposers shall not add, omit, revise, or modify any documents or requirements of RHA. Any act in violation of this section may invalidate that firm's proposal.
- 2.6 Submission Responsibilities -- Proposers are responsible for staying informed of and abiding by all dates, times, conditions, requirements and specifications set forth within documents posted to E-mail. By virtue of completing, signing and submitting the required documents, the Proposer agrees to comply with the conditions and requirements set forth within those documents. Any Proposer that excludes any requirements without prior written authorization by RHA's Representative may be eliminated from further consideration for award.
- 2.7 Proposer's Responsibilities -- Contact with RHA -- Proposers shall address all communication and correspondence pertaining to this solicitation process only to the RHA Representative named in E-mail. Proposers must not make any inquiry or attempt to communicate with any other RHA employee or official, including members of the Board of Commissioners, regarding this solicitation. A Proposer's failure to abide by this requirement may be cause for RHA to eliminate that Proposer's submittal from further consideration.
- 2.8 Requests for Clarifications, Objections, and Addenda -- All questions, requests for information, and objections must be addressed in writing through E-mail. RHA's Representative shall respond to such inquiries in writing through E-mail. To avoid giving one prospective Proposer an advantage over another during the solicitation process, RHA's Representative will NOT conduct any substantive discussions with a prospective Proposer when other prospective Proposers are not present. RHA may redirect the asking party back to the solicitation documents where his/her question has already been addressed. Otherwise, RHA's Representative will direct the asking party to submit

his/her inquiry through E-mail so that RHA may more fairly respond to all Proposers in writing by addendum. Proposers are responsible for obtaining and reading all addenda.

- 2.9 Protest -- RHA will publish a written "Notice of Intent to Award" in E-mail. Proposers not selected for award may lodge a written protest. Protests must be submitted in writing and received by RHA within three (3) business days of issuance of the notice. The protest must state the basis for objection, and include sufficient detail for RHA to evaluate the merits of the protest. Protests must be e-mailed to G.Allen@RegionalHA.org.

Failure to lodge a written protest in accordance with the above procedures will constitute the Proposers' waiver of any legal right to challenge the protest in a court of law.

### **ARTICLE 3 — PROPOSAL FORMAT**

Proposals submitted in response to this solicitation shall be organized as follows:

- 3.1 Transmittal Letter -- The transmittal letter must, at minimum, contain the following:
- A. Identification of the Proposer's firm, including complete contact information; a brief overview of the Proposer's qualifications; highlights of the approach; and a statement of commitment that meets the requirements of the solicitation.
  - B. Name, title and signature of the individual authorized to bind the Proposer's firm.
  - C. Name, title, and contact information of the individual authorized to negotiate the contract on behalf of the Proposer's firm.
- 3.2 Statement of Qualifications/Experience -- Information provided in this section will influence scoring under Evaluation Factor No. 1 as described within Article 4.02. Proposer must include:
- A. A description of the Proposer's direct experience in servicing public sector clients. Include:
    - 1) Number of public agency clients
    - 2) Dollar amount of the public funds on deposit
    - 3) Knowledge of and adherence to the HUD, California Government code and other applicable laws.
  - B. Client references, current and former, for whom Proposer has performed similar services to those being proposed in this solicitation. At minimum, the list of references shall contain the following:
    - 1) Client's name
    - 2) Name of client's primary contact
    - 3) Client's mobile or telephone number and e-mail address
    - 4) Dates of services, the scope of services provided and a brief narrative of how the services provided are similar to those requested in this solicitation.
  - C. Project Approach/Transition Plan -- Information provided in this section will influence scoring under Evaluation Factors No. 3 as described within Article 4.02. Proposer must include:
  - D. Description of the Proposer's approach for each of the requested services as outlined under the "Scope of Services".
  - E. A detailed transition plan with schedules of tasks and estimated hours necessary to meet project requirements. Tasks and deliverables shall be organized by phases.

- 3.3 Relationship Management/Managerial Capacity/Plan -- Information provided in this section will influence scoring under Evaluation Factors No. 2 as described within Article 4.02. Proposer must include:
- A. General overview of the Proposer's governmental client service philosophy and corporate organization including identification of the government services unit, location of the corporate organization, processing center and branch localities.
  - B. Identification of the size and scope of your public banking unit, bank officers responsible for RHA's accounts, their roles and responsibilities and the relevant credentials and experience of each person on the relationship management team. Please specify the name and title of who will be designated as the RHA relationship manager.
  - C. The proposed quality control program and procedures for maintaining a superior level of customer service.
- 3.4 Cost Proposal -- Pricing information provided under this section will influence scoring under Evaluation Factor No. 4 as described within Article 4.02.
- A. Include a comprehensive fee schedule that lists all fees and charges that might be charged to RHA's account. Charges for general account services and one-time charges, such as FDIC charges, overdraft charges, supplies, one-time set up charges, etc., should be included in the fee schedule. Optional services that RHA does not currently use should also be included. Fees that are not included in the fee schedule will not be allowed to be charged to the RHA's account, unless there is a signed contract amendment in writing, prior to incurring the charge.
  - B. Provide any explanatory notes or a glossary of terms if the explanation on the fee schedule is not clear.
  - C. Provide any volume levels at which price breaks are offered. Is there a difference in fees if they are paid in cash versus compensating balances? Provide the calculation method for collecting fees and making pricing adjustments.
  - D. Provide the bank's earnings rate on collected balances for each month in calendar year 2017.
  - E. Prices quoted in this RFP must be guaranteed for at least three years of the contract period.
  - F. Provide a cost estimate for credit card payment processing based on approximately 30 transactions per month. Are there different prices depending on how the credit card payment is received or the timing of the settlement? Provide the monthly and/or transaction fees.
- 3.5 Other Required Documentation
- A. Profile of Firm
  - B. Equal Opportunity Employment policy or statement
- 3.6 Optional Documentation Section 3 Business Preference Documentation -- For any Proposer claiming a Section 3 Business Preference, he/she shall include a fully completed and executed "Section 3 Business Preference Certification Form" and any documentation required by that form.
- 3.7 Post Award Submittal Requirements -- The successful Proposer will be required to submit the following documents within ten (10) days of contract award:
- A. Certificate of Insurance meeting the requirements of Attachment 3 of the sample contract
  - B. IRS form W-9



## ARTICLE 4 — RFP PROPOSAL EVALUATION

### 4.1 Evaluation Method

- A. Initial Evaluation for Responsiveness -- Each proposal received will first be evaluated for responsiveness.
- 1) A responsive Proposer is one that meets the minimum requirements in Article 4.01.B.
  - 2) A responsive Proposer is one who has responded to the RFP in all particulars, without qualification or conditions.
- B. Minimum Requirements -- A Proposer will be considered "non-responsive" to this RFP and will be disqualified from further consideration if any of the following minimum qualifications are not met.
- 1) Proposer must have at least five (5) years of experience in performing the same or similar services; and demonstrated experience working with a diverse range of clients, which includes government, non-profit and for-profit organizations.
  - 2) Proposer must submit at least three (3) external client references where proposer has performed the same or similar professional services to those proposed in this solicitation.
    - a) Note. It is important that each reference be as complete and descriptive of the work that was done, and as close as possible to RHA's requirements.
    - b) Include public agency references, if any.

- 4.2 Evaluation Factors -- RHA will evaluate each responsive proposal it receives based on the factors below. After evaluating the information contained in Proposer's submittal documentation, RHA will award points for each listed factor. A Proposer's failure to address the criteria below within their proposal will result in lower scoring and may be cause for eliminating the proposal from further consideration:

Number	Factor Description
1	The Proposer's demonstrated experience in performing similar work and past performance as described in Article 3 of this RFP.
2	The Proposer's technical, financial and management capabilities as described in Article 3 of the RFP
3	The appropriateness of the Proposer's technical approach and the quality of the Transition plan.
4	The Proposed Compensation Structure, including hourly rates, administrative fees, chargeable expenses and services, method and frequency of billing which are reasonable according to industry standards and acceptable to RHA.
5	The overall responsiveness of the submitted proposal, based on the opinion of the evaluators and the Proposer's demonstrated understanding of RHA's requirements.

- 4.3 Evaluation Committee -- If an Evaluation Committee is appointed, the identity of evaluation committee members shall remain anonymous at all times during and after the RFP process. Proposer shall not make any attempt to contact or discuss anything related to this RFP with any person other than the designated RHA Representative listed in E-mail. Failure to abide by this requirement may cause a Proposer to be eliminated from consideration for award.
- A. Restrictions -- All persons having familial (including in-laws) or employment relationships, whether past or current, with principals or employees of a Proposer entity will be excluded

from participating on RHA's evaluation committee. Similarly, all persons having an ownership interest in or a contract with a Proposer entity will be excluded.

- B. Evaluation -- The appointed evaluation committee shall evaluate the proposals submitted for all evaluation factors. Upon completion of the evaluation process, the Evaluation Committee will forward the completed evaluations to the RHA Representative.
- 4.4 Potential "Competitive Range" or "Best and Finals" Negotiations -- In accordance with Sections 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, RHA reserves the right to conduct a "Best and Finals" negotiation, which may include oral interviews, with all firms deemed to be in the competitive range.
- 4.5 Determination of Top-ranked Proposer -- RHA intends to select the successful Proposer pursuant to a "Best Value" basis, not a "Lowest Proposal" basis. "Best Value" indicates that RHA will consider factors other than cost alone in making the award decision.
- 4.6 Notice of Intent to Award -- If an award is recommended and Board approval is required, RHA shall post a "Notice of Intent to Award" to E-mail at least five (5) business days prior to any meeting of the Board of Commissioners. The notice shall identify which Proposer RHA is recommending for award.
- 4.7 Proposals as Public Records -- All proposals submitted in response to this RFP are public records and available for inspection and photocopying upon written request, but only if the solicitation results in a contract award.

**ARTICLE 5 — RFP CONTRACT AWARD**

- 5.1 Contract Form -- RHA will only execute contracts on RHA's standard contract form, which RHA reserves the right to amend as it deems necessary. By submitting a proposal, the successful Proposer agrees to execute RHA's contract, without qualification or exception.
- 5.2 HUD Forms and Notices -- RHA has no legal right or ability to, and will not, negotiate any clauses contained within any of the HUD forms included as a part of this RFP. By submitting a proposal, Proposers agree to execute the HUD forms included as part of the RFP, without qualification or exception.

**ARTICLE 6 — SUMMARY OF EXHIBITS**

Number	Exhibit Name
1	Request for Proposals Instructions (This document)
2	Profile of Firm
3	Current Banking Services Structure and Scope of Services
4	Sample RHA Contract
5	HUD 51915-A – Contract Provisions Required by Federal law or Owner Contract with HUD
6	HUD PIH 96-33 – Required HA Cash Management and Investment Policies and Procedures
7	HUD 51999- General Depository Agreement
8	Section 3 Business Preference

**FIRM PROFILE**

Prime  Sub-contractor

Firm Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Street Address, City, State, Zip: \_\_\_\_\_

Attach a brief description of the company, including the following:

- A. Year firm established
- B. Year firm established in California
- C. Former name and year established (if applicable)
- D. Name of parent company and date acquired (if applicable)
- E. Identify Principals/Partners in Firm (submit a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

Identify the individual(s) who will act as project manager and any other supervisory personnel who will work on project; submit a brief resume for each individual identified below (if different from above):

NAME	TITLE

Proposer Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- Caucasian American (Male)    
  Public Held Corporation    
  Government Agency    
  Nonprofit Organization

\_\_\_\_\_ %     \_\_\_\_\_ %     \_\_\_\_\_ %     \_\_\_\_\_ %

Resident (RBE), Minority (MBE) or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

<input type="checkbox"/> Resident Owned	<input type="checkbox"/> African American	<input type="checkbox"/> Native American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Asian/Pacific American	<input type="checkbox"/> Hasidic Jew
_____%	_____%	_____%	_____%	_____%	_____%
<input type="checkbox"/> Asian/Indian American	<input type="checkbox"/> Women Owned (MBE)	<input type="checkbox"/> Woman Owned (Caucasian)	<input type="checkbox"/> Disabled Veteran	<input type="checkbox"/> Other (Specify)	
_____%	_____%	_____%	_____%	_____%	

WMBE Certification Number: \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

(NOTE: Certification/number not required to propose – enter if available)

Federal Tax ID No: \_\_\_\_\_

Local Business License No (if applicable): \_\_\_\_\_

State of California License Type and No: \_\_\_\_\_

Worker's Compensation Insurance Carrier: \_\_\_\_\_

Policy No: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

General Liability Insurance Carrier: \_\_\_\_\_

Policy No: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Professional Liability Insurance Carrier: \_\_\_\_\_

Policy No: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Debarred Statement -- Has this firm, or any principal(s), ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? \_\_\_\_\_ Yes \_\_\_\_\_ No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

Disclosure Statement -- Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the RHA? \_\_\_\_\_ Yes \_\_\_\_\_ No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

Non-Collusion Affidavit -- The undersigned party submitting this proposal hereby certifies that such proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham RFP, or that anyone shall refrain from proposing; that the Offeror has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the RFP price of the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the RFP price or of that of any Offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFP are true; and further, that the Offeror has not, directly or indirectly, submitted his/her RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, to effectuate a collusive or sham RFP.

I, the undersigned, hereby certify that I have read and understand this Profile of Firm Form and Non-Collusion Affidavit and guarantee complete compliance with all the terms, conditions and stipulations of the RFP.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Current Banking Services Structure**

Accounts -- RHA currently maintains approximately 50 bank accounts, with approximately 3 accounts having significant monthly activity. The list below represents sample activities and types of accounts RHA uses. The most active accounts are the three checking and operating accounts:

<b>Type</b>	<b>Purpose</b>	<b>Scope</b>
Checking/Operating Accounts	Issue checks and/or Automated Clearing House (ACH) payments to vendors and Section 8 landlords owners	Three accounts, used as operating accounts
Deposit Accounts	Receive wire transfer deposits	Two accounts used to receive source-specific funding from HUD and USDA, as well as initiating internal transfers
Restricted Money Market Accounts	Tenant Family Self-Sufficiency escrow and Security Deposit accounts	Two accounts with monthly deposits and disbursements to record activity in tenant escrow accounts
Restricted Money Market Trust Accounts	Reserves established under legal agreements with federal agencies, affiliates and other parties	17 accounts with monthly deposits and/or disbursements utilized in accordance with specific terms of Agreements initiated with account -- may require approvals from multiple parties that include outside partners and RHA
Sweep Accounts		One account

Housing Assistance Payments (HAP) Checking Account – The Housing Assistance Payment (HAP) subsidy remains in this account for payment to landlords through checks (155 per month) or ACH (605 per month). The Administrative Fee monthly subsidy is transferred to the Central Office Checking Account to cover payments to local vendors and Staff payroll.

Central Office Checking Account -- Used to issue approximately 2,072 hard check, 375 ACH and 1,450 direct deposit payments to local vendors and Staff payroll.

Federal Programs -- Depository accounts for U.S. Department of Housing and Urban Development (HUD) and U.S. Department of Agriculture Rural Development (USDA) monthly operating subsidy and Rental Assistance. There are four cumulative deposits to these accounts which are then transferred to the Central Office Checking and three Supervised (Reserve) accounts.

Deposits -- Funds are deposited into RHA accounts in a variety of ways:

- A. ACH or EFT transfer by Federal or local governments or other financial institutions.
- B. Checks deposits are made nightly by bank scanner.

Other Activity:

- A. Other activities include stop payment orders, forged check affidavits (as needed), intra company account transfers and domestic wires.
- B. RHA is required to invest funds per HUD guidelines PIH 96-33 (See Exhibit F). When determining investment types, the following should be considered: safety, yield, liquidity, maturity, amount, and administrative cost.
- C. All balances in RHA accounts must be fully collateralized at all times with specific and identifiable U.S. Government or Agency securities. The collateral must be owned by the bank and should be in the possession of an independent custodian.
- D. RHA is requesting a proposal with the best possible combination of interest rates, account structures and fees to maximize collected balances.

**SCOPE OF SERVICES**

REQUIRED -- The selected Proposer shall provide comprehensive banking services with exceptional customer service to an organization with public and federal funds and reporting requirements. The services proposed by the Proposer shall fully detail the offer pertaining to each of the following:

- 1.1 Demand Depository -- Provide complete schedule of the types of deposit services offered by the financial institution, including checking, savings, certificate of deposits, money markets, agency securities and sweep investments. Include in this schedule a list of current interest rates offered for increasing collected balances and available to government/public funds agencies. In addition, Proposers must have an acceptable rating from Moody's or Standard & Poor's rating.
- 1.2 Wire Transfer -- RHA currently receives incoming wires, initiates outgoing wires and completes intra-book transfers. Response to this RFP should describe the financial institution's proposed services including:
  - A. Policy on overdrafts, including total combined balances of accounts and wire deadlines.
  - B. Ability of Authority to initiate and monitor online wire transfers.
  - C. Ability to create and store recurring/repetitive wire instructions/templates.
  - D. Ability to create and store future-dated wire instructions.
  - E. Security measures for wire initiation and approval.
  - F. Alerts-incoming and outgoing wires.

ACH -- RHA currently initiates landlord payments via ACH files transmitted electronically for its Housing Choice Voucher (HCV) Program. The estimated monthly ACH amounts are \$800-850K. The response to RFP should describe the financial institution's ability to provide the proposed services:

  - G. Method by which RHA can submit ACH files or initiate ACH on the web.
  - H. Pre-notification policy and cost.
  - I. Funding requirements for the ACH payment file.
  - J. Security measures for ACH initiative/origination and reception (ACH filters and blocks).
- 1.3 Monthly Statements and Account Analysis -- RHA currently receives monthly statements through the mail. The response to the RFP should provide:
  - A. A sample of account analysis statements, if applicable.
  - B. The bank's Earning's Credit Rate and how it is calculated and applied to the monthly analysis statement.

- C. The Account Analysis Fee Proposal using both compensating balances and/or a combination of both fees and compensating balances.
  - D. Describe services, including when reports are available and how they are made available, how long report images are maintained and how they are maintained, ability to generate ad-hoc reports, the bank's dispute resolution process and any other relevant related services
- 1.4 Collateralization of Deposits -- RHA's policy requires our bank to be insured by FDIC and balances over \$250,000 to be collateralized in accordance with California government code. In addition, HUD guidelines require the successful Proposer to sign a General Depository Agreement HUD Form 51999 and meet any statutory requirements to provide services, including:
- A. Eligible collateral instruments per HUD PIH notice 96-33
  - B. Option to request reports indicating collateral held and amount.
  - C. Independent third party safekeeping requirement.
  - D. Proposer must confirm agreement to RHA's conditions.
  - E. Proposer must provide name of custodian(s) to be used and information on the financial condition of the institution.
- 1.5 Online Banking -- RHA currently utilizes Yardi Voyager as its financial management system and Housing Choice Voucher (HCV) payments processing software. It uses daily online banking services with its current financial institutions. Proposer should provide information on how banking data (clearing checks, Payee Positive pay files and outgoing ACH payments, etc.) can be interfaced or integrated with RHA's financial management system and what support will be available under the contract. Proposer shall also provide information on how and when training will be provided for online services as well as a detailed description of its online services and a list of all capabilities, including its ability to provide the following basic services:
- A. Daily balance reporting in summary and detail (with check detail and images)
  - B. Daily ACH and wire with full detailed information
  - C. Current day reporting
  - D. Intra-day reporting (real time or delayed)
  - E. Transfers between accounts
  - F. Initiation of wire transfers and stop payment orders, ACH transactions including time requirements, direct deposit of Section 8 payments; ACH credit should be scheduled to appear on the payees' accounts on the day of the submission (same bank same day)
  - G. Maintenance of wire transfer templates
  - H. Standard time period for stale-dating of checks (e.g., 6 months – best practice)
  - I. Other services such as EDI, debit blocks and deposit discrepancy alerts
  - J. Confirmations availability and format (e.g., wires, ACH, transfers and stop payments)
  - K. Online cleared check information/images (archive time period and fee for retrieval)
  - L. Multi-level security administration requirements (wire second approval)
  - M. Training of RHA's system administrator for managing access
  - N. Returned item notifications and deposit corrections
  - O. Supply orders - online-deposit slips, endorsement stamps, courier bags and associated charges
  - P. Technical support availability (e.g., PST, EST, CST and MST)
  - Q. Backup plan for use if interruption in automated service
  - R. File requirements (e.g., pre-note)
  - S. Troubleshooting (e.g., Wire and ACH)
  - T. Information from online system exportable to Excel or other formats



- 1.6 Electronic Storage of Documents -- RHA, currently utilizes electronic documents provided by current bank. RHA's current retention period for bank related documents is 7 years. Proposer should provide information on retention periods and associated charges.
- 1.7 Account Reconciliation -- RHA does not currently utilize this service, but would be interested in obtaining any information on:
  - A. Levels of reconciliation services available (partial, full, deposit)
  - B. Sample reports available
  - C. File transmissions deadlines to and from bank
  - D. File layout requirements
  - E. Imaging capabilities (paper vs electronic)
  - F. System requirements for interface
- 1.8 Payee Positive Pay -- Proposer should provide information on this service, such as:
  - A. Describe service, including payee positive pay services and verification items
  - B. Data transmission method and time windows
  - C. Internet/online access (including technical capabilities and system requirements)
  - D. Provide sample report from the bank
- 1.9 Stop Payment -- Proposer should provide information on this service, such as:
  - A. Online stop payment services (initiation/no renewals)
  - B. Stop payment fees
  - C. Confirmation requirements
  - D. Same day processing of stop payment orders
- 1.10 Credit Cards -- RHA currently utilizes a small number of corporate business cards. These cards would be issued to approximately 5-10 individuals. Proposer should provide information on these services, such as:
  - A. Credit limit options and other options for use of corporate credit card(s)
  - B. Online access to card transactions and the reconciliation process
  - C. Interest rates
  - D. Late fee amounts
  - E. Monthly reporting options
  - F. Cash rewards options
- 1.11 Fees and Interest -- Describe the manner in which interest will be computed on Authority accounts (minimum balances, reserve requirements, interest indices, etc.) and all fees that will be charged.
- 1.12 Conversion Plan
  - A. Provide a detailed project plan for transition and implementation.
  - B. Provide a training plan for the transition.

In addition to normal services provided for accounts, RHA would expect the following:

  - A. Designation of an account manager, who will be a single source of point of contact for all inquiries and problem resolution.
  - B. Identify branch office addresses and hours convenient to Yuba City, California.
  - C. Furnish research items within 24 hours.

- D. Provide current interest rates, service charges and required reserves for each proposed account.
- E. Provide investing strategies and maintain investment portfolio that meets HUD PIH 96-33 guidelines. At a minimum, provide monthly reporting of each investment and each new transaction (i.e., register) and provide monthly reporting of the Fair Market Value of each investment.

Agreement for Services between Regional Housing Authority  
and

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This Agreement is entered into between the Regional Housing Authority, a public agency formed under the authority of state law (RHA) and \_\_\_\_\_ (Contractor).

R E C I T A L S

WHEREAS, the Regional Housing Authority (RHA) sought proposals from qualified Contractors to provide banking and investment services (Services) in support of the agency's Finance Department; and

WHEREAS, Contractor submitted a proposal, represented itself and proposed staff to have the required qualifications and experience to provide the required Services, and based on these representations, RHA selected Contractor to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Agreement Documents -- The documents forming the entire Agreement between RHA and Contractor shall consist of this Agreement including:

Attachment 1 – Scope of Services and Schedule of Performance

Attachment 2 – Compensation

Attachment 3 – Insurance Requirements

Attachment 4 – Contractor's Fee Schedule

This Agreement and the Attachments set forth above, contain all of the agreements, representations and understandings of the Parties, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written. Any other terms or conditions included in any quotes, proposals, or other forms exchanged by the Parties shall not be incorporated in this Agreement or be binding upon the Parties.

2. Term of Agreement -- The term of this Agreement commences on full execution by the parties as indicated on the signature page (Effective Date) and continues for a period of five (5) years. RHA holds the option to extend the agreement for one (1) additional six (6) month period.
3. Scope of Services and Schedule of Performance -- Contractor shall perform those Services specified in Attachment 1 within the time stated in Attachment 1, entitled "Scope of Services and Schedule of Performance." Time is of the essence of this Agreement.
4. Maximum Compensation -- The maximum compensation limit of this agreement is \$xxx,xxx.xx which includes the sum of all payments that may be authorized for Services, and for the expenses, supplies and equipment required to perform the Services. The method and rate of payment are set forth in Attachment 2 entitled "Compensation". Contractor is responsible for not exceeding this maximum compensation limit and understands that the Contractor will not be entitled to any additional compensation under this Agreement.

5. Project Manager -- RHA's Project Manager shall be Gail L. Allen, Chief Financial Officer, who shall be responsible for authorizing services, receiving reports and for the general administration of this Agreement.
6. Independent Contractor -- It is understood and agreed that Contractor, in the performance of the work and Services agreed to be performed by the Contractor, shall act as and be an independent contractor and not an agent or employee of RHA; and as an independent contractor, Contractor shall obtain no rights or other employee benefits which accrue to RHA's employees and Contractor hereby expressly waives any claim it may have to any such rights.
7. Assignability -- The parties agree that the expertise and experience of Contractor are material considerations for this Agreement. Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor's obligations hereunder, without the prior written consent of RHA, and any attempt by Contractor to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.
8. Termination
  - a. Termination for Convenience -- RHA shall have the right to terminate this Agreement, without cause or penalty, by giving not less than fifteen (15) days' prior written notice to the other party.
  - b. Termination for Default -- If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, RHA may terminate this Agreement immediately upon written notice to Contractor.
  - c. Upon termination, each party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to RHA all RHA Information or material which Contractor has in its possession.
9. Confidentiality of Records.
  - a. Intent -- The nature of the services Contractor will provide pursuant to this Agreement necessarily involves disclosure to Contractor of detailed information about RHA's operations, including information which may be protected from public disclosure by confidentiality laws, the attorney client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information. Contractor understands that, in order for the RHA to fully utilize Contractor services, RHA staff members providing information to Contractor must feel confident that such information will be handled properly.
  - b. Release of Information -- Contractor may not disclose information obtained by Contractor in the course of performing the services required by this Agreement, without the specific consent of the RHA Representative unless specifically permitted by this provision. Draft documents and information obtained by Contractor may be provided on a need to know basis only to persons authorized by law or regulation to receive it: to RHA's General Counsel and to such RHA or RHA department or agency directors who may have a business need to know in order to provide necessary information to the Contractor required for completion of its services.
  - c. Court Orders -- In the event that Contractor receives a subpoena, court order, or other legal document requiring release of information or documents, or is informed that such an order is forthcoming, Contractor will immediately provide notice to the RHA's Representative in order to permit RHA to seek a protective order or other similar order if appropriate.

- d. Use of Information -- Information obtained and/or prepared by Contractor in the course of performing services for RHA shall be work product which is the property of the RHA. Should there be a request by any other party for the provision of such information; the determination of whether such documents or information should be provided to the requester shall be made by RHA.
10. Indemnification -- The Contractor shall indemnify, defend, and hold harmless RHA and their officers, agents, assignees, and employees (collectively, Indemnified Parties) from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-Contractors, excepting only loss, injury or damage caused by the negligence or misconduct of personnel employed by the Indemnified Parties. The Contractor shall reimburse the Indemnified Parties for all costs, attorney fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the Indemnified Parties under this Agreement.
11. Insurance Requirements -- Without limiting the Contractor's indemnification of the Indemnified Parties, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the insurance coverage set forth in Attachment 3, entitled "Insurance Requirements."
12. Nondiscrimination -- Contractor shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.
13. Governing Law -- RHA and Contractor agree that the law governing this Agreement shall be that of the State of California.
14. Compliance with Laws -- Contractor shall comply with all applicable laws, and regulations of the federal, state and local governments. In addition, Contractor agrees to the terms of the contract provisions outlined in form HUD-51915-A.
15. Ownership of Instruments of Service -- All work, materials and deliverables of this contract prepared by Contractor pursuant to this Agreement, including narratives, written materials, and related documents (Instruments of Service) are the property of the RHA. Contractor must provide RHA with such materials at appropriate times during this Agreement, and on termination of this Agreement. Contractor may retain a copy for its records.
16. Waiver -- Contractor agrees that waiver by RHA of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by RHA of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.
17. Contractor's Books and Records
- A. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

- B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at no cost to RHA, at any time during regular business hours, upon written request by RHA. Copies of such documents shall be provided to RHA for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.
  - C. Where RHA has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, RHA may, by written request by any of the above-named officers, require that custody of the records be given to RHA and that the records and documents be maintained. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.
18. Conflict of Interest -- Contractor understands and agrees that it owes a duty of loyalty to RHA for which it performs services hereunder. In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services under this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any Contractor or person having such an interest.
19. Gifts -- Contractor is familiar with State law prohibiting the acceptance of any gift by RHA and/or RHA's employees. In addition, RHA Personnel Policies prohibit an employee's personal acceptance of a gift.
20. Standard of Care -- Contractor must perform Services in accordance with those standards of care that are generally recognized as being used by competent persons in Contractor's area of specialty and profession in the State of California.
21. Notices -- All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served, mailed (or electronic mail), postage prepaid and return receipt requested, addressed to the respective parties as follows:
- Regional Housing Authority  
Gail L. Allen, Chief Financial Officer  
1455 Butte House Road  
Yuba City, CA 95993  
[G.Allen@RegionalHA.org](mailto:G.Allen@RegionalHA.org)
22. Prior Agreements and Amendments -- This Agreement, including all Attachments, represents the entire understanding of the parties. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement.

WITNESS THE EXECUTION HEREOF the parties hereto have executed this Agreement on the day and year indicated below.

REGIONAL HOUSING AUTHORITY

By: \_\_\_\_\_  
Gustavo Becerra, Executive Director Date

CONTRACTOR

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

**ATTACHMENT 1**  
Schedule of Performance

Within 7 business days from the effective date of Agreement, Contractor shall hold a kick-off meeting with RHA Project Manager.

Within 5 days from kick-off meeting, Contractor shall deliver a final transition plan.

Contractor will perform the work in accordance with the RHA-approved transition plan.

Following transition, Contractor will provide ongoing Services in accordance with the turn-times outlined in Attachment 4.

**ATTACHMENT 2**  
Compensation

As full compensation for Services performed in accordance with this Agreement, RHA shall compensate Contractor in accordance with the rates below. Unless indicated otherwise, the rates are inclusive all labor, equipment, administrative and associated expenses in providing the Services, including mileage.

Ongoing services following transition shall be billed in accordance with Attachment 4, Contractor's Fee Schedule.

**ATTACHMENT 3**  
Insurance Requirements

Without limiting Contractor's indemnification of RHA, Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverage and provisions:

- A. Evidence of Coverage -- Prior to commencement of this Agreement, Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request. This verification of coverage shall be provided to RHA. Contractor shall not proceed with the work under this Agreement until Contractor has obtained all insurance required and such insurance has been approved by RHA. The approval of insurance by RHA shall neither relieve nor decrease the liability of Contractor.
- B. Qualifying Insurers -- All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by RHA.
- C. Notice of Cancellation -- All coverage as required herein shall not be canceled or changed so as to no longer meet the specified RHA's insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the RHA or its designated agent.



D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
  - a. Each occurrence \$1,000,000
  - b. General aggregate \$2,000,000
  - c. Personal Injury \$1,000,000

Additional Insured Endorsement, which shall read "Regional Housing Authority and its officers, agents, assignees and employees, individually and collectively, as additional insured".

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the RHA, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

2. Automobile Liability Insurance -- For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence applicable to hired vehicles
3. Workers' Compensation and Employer's Liability Insurance
  - a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
  - b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.
4. Professional Errors and Omissions Liability Insurance
  - a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
  - b. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.
5. Claims Made Coverage -- If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:
  - a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
  - b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions -- The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the RHA or its insurance Contractor(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. RHA acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the RHA upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its Sub-Contractors of any tier to carry the aforementioned coverages, or Contractor may insure Sub-Contractor under its own policies.
4. RHA reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

**ATTACHMENT 4**  
Contractor's Fee Schedule

**ATTACHMENT 5**  
HUD Approved Investment Instruments

A. Direct Obligations of the Federal Government Backed by the Full Faith and Credit of the United States

1. U.S. Treasury Bills -- These securities are short-term obligations which a HA or its agent may purchase directly. Treasury Bills with 3-month and 6-month maturities are issued weekly and those with 9-month and 12-month maturities are issued monthly. The minimum denomination is \$10,000. They are issued on a discount basis and are redeemed at par upon maturity.

U.S. Treasury Bills are available for purchase at any time after issuance from investment departments of banks and from dealers in investment securities. Purchases may be made conveniently using the HA's depository bank. Treasury Bills may be acquired by subscription on the issue date from a Federal Reserve Bank or branch in amounts not in excess of \$200,000. Detailed information is contained in the weekly or monthly announcements which may be received regularly upon application to a Federal Reserve Bank or branch.

2. U.S. Treasury Notes and Bonds -- These securities are issued periodically by the Treasury Department through Federal Reserve Banks and branches. They are medium to long-term obligations which a HA or its agent can only purchase in the secondary market to assure that they will mature at a date which coincides with scheduled disbursements by the HA. Outstanding issues may be purchased from banks or dealers in investment securities at the market price which on any given day may be more or less than the face amount.
  - a) U.S. Treasury Notes -- These notes mature in not less than one and not more than 10 years from the issue date and bear interest at fixed rates payable semi-annually.
  - b) U.S. Treasury Bonds -- These bonds mature after ten years from the issue date and bear interest at fixed rates payable semi-annually. Many issues of bonds are redeemable on

call by the Treasury Department before maturity. The yield of such issues usually is computed to the first call date which may be as much as 5 years prior to maturity.

B. Obligations of Federal Government Agencies

1. Federal Financing Bank (FFB) -- The Federal Financing Bank is authorized to purchase obligations held by Federal agencies and to issue obligations to the public.
2. Government National Mortgage Association (GNMA), Mortgage- Backed Securities (GNMA I and GNMA II) -- The securities, guaranteed by GNMA are issued by an issuer (a GNMA-approved mortgage lender). The securities are backed by a pool of government- insured or guaranteed mortgages. The holders of the securities receive monthly payments of principal and interest. The minimum denomination issued is \$25,000. The difference in GNMA I and GNMA II is that the GNMA II payment date is on the 20th of the month and the GNMA I payment date is on the 15th; GNMA II uses a central paying agency whereas GNMA I has individual issuers sending checks to investors; and GNMA II has interest rates that vary within a one percent range. The maximum maturity for GNMA I and GNMA II is 30 years, except that GNMA I project loans mature in 40 years.
3. GNMA Participation Certificates -- These securities, guaranteed by GNMA, were sold by GNMA as the trustee with various other Federal agencies as trusters. They represent beneficial interest in future payments of principal and interest on mortgage pools. Their maturities range between one and 20 years and the minimum denomination is \$5,000.
4. Maritime Administration Merchant Marine Bonds, Notes, and Obligations -- These securities are issued by shipping companies and are backed by the full faith and credit of the U.S. Government. Each issue is further secured by a first preferred ship or fleet mortgage. Maturities and denominations vary.
5. Small Business Administration (SBA), Small Business Investment Corporation (SBIC) Debentures -- When authorized by appropriation acts, the SBA may guarantee principal and interest payments on debentures of SBIC. The SBA may also pool these debentures and sell SBA-guaranteed debentures. These issues have maturities of 10 years and are issued in \$10,000 denominations.
6. Tennessee Valley Authority (TVA) Power Bonds and Notes -- These securities are secured by a first charge on net power proceeds. Payment of interest and principal on them is ranked ahead of annual payments to the U.S. Treasury. They have been issued in multiples of \$1,000.

C. Securities of Government-Sponsored Agencies

1. Farm Credit Consolidated System-Wide Discount Notes -- These notes are the secured joint and several obligations of the Farm Credit System which consists of the Federal Land Banks, the Federal Intermediate Credit Banks, and the Banks for Cooperatives. They are issued in denominations of \$5,000 and maturities are authorized from 5 to 365 days.
2. Federal Farm Credit Banks Consolidated System-wide Bonds -- These bonds are the secured joint and several obligations of the Farm Credit Banks. Their issuance supersedes individual

bond issues by the Federal Land Banks, the Federal Intermediate Credit Banks, and the Banks for Cooperatives. They are issued in multiples of \$1,000 for maturities in excess of 13 months and in multiples of \$5,000 for shorter maturities.

3. Federal Home Loan Banks Consolidated Obligations -- These securities are the secured joint and several obligations of the Federal Home Loan Banks comprised of:
  - (a) Bonds -- Bonds which have maturities of one year or more. They are issued in multiples of \$10,000, \$25,000, \$100,000 and \$1,000,000.
  - (b) Notes -- Notes which have maturities of less than one year. They are issued in multiples of \$10,000, \$25,000, \$100,000 and \$1,000,000.
  - (c) Discount Notes -- Discount notes which have maturities ranging from 30 to 170 days. They are issued in denominations of \$100,000 and \$1,000,000.
4. FHLMC Mortgage Participation Certificates (PC) (Guaranteed) -- These certificates represent undivided interest in specific fixed rate, first lien conventional and residential mortgages. FHLMC provides monthly interest and principal payments. The final payment is the first of the month and year in which the last monthly payment on the last maturing mortgage is scheduled to be paid.
5. FHLMC Collateralized Mortgage Obligations (CMOs) -- CMOs are general obligations of FHLMC that are secured by a single pool of conventional mortgages owned by FHLMC. CMOs are issued in several classes with varying stated maturities. Semiannual principal payments are allocated to each class of the CMOs in the order of the stated maturity of each class so that no principal payments are made to holders of a class until classes with an earlier maturity are retired.
6. Federal National Mortgage Association (FNMA) Debentures -- These debentures are issued in denominations ranging from \$10,000 and with maturities ranging from 20 to 25 years.
7. FNMA Notes -- The minimum investment in these notes is \$50,000 with maturities ranging from 1 to 20 years.
8. FNMA Short-Term Discount Notes -- These notes are similar to commercial paper and are tailored to the individual needs of investors. They are sold at published rates with maturities of 30 to 270 days and in denominations ranging from \$5,000.
9. FNMA Capital Debentures -- These debentures are subordinated to the non-capital debentures, notes, and short-term discount notes. They were last issued in 1975 in a \$10,000 minimum denomination and with maturities of 5 and 25 years.
10. Student Loan Marketing Associations (SLMA) Obligations -- SLMA issues obligations comprises of guaranteed student loans as follows:
  - (a) Floating Rate and Master Notes -- These notes bear interest at rates that vary with the 91-day Treasury Bill rate. Short-term borrowing have an original or remaining term maturity of one year or less.
  - (b) The Series E and F Floating Rate Notes -- These notes bear interest at rates which vary with the 91-day Treasury Bill, except that each issue has fixed minimum and maximum rates known as interest rate "collars" for any quarterly interest period.

- (c) Zero Coupon Notes -- These notes are shown at net proceeds adjusted for accretion of discount.
  
- D. Demand and Savings Deposits -- Demand and savings deposits at commercial banks, mutual savings banks, savings and loan associations and credit unions are permitted for HA funds provided that the entire deposit is insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF). A deposit in excess of the insurance coverage may be made at a depository institution provided that it is 100 percent collateralized by any of the securities listed under paragraphs 1, 2, and 3 of this Attachment. Care should be taken that withdrawals may be made on demand without loss of interest and without penalty.
  
- E. Money-Market Deposit Accounts -- Money-Market Deposit Accounts at depository institutions that may not be insured fully by the FDIC or NCUSIF are permitted provided that the certificates are fully backed by 100 percent collateral consisting of securities listed under paragraphs 1, 2, or 3 of this Attachment. When accounts exceed the \$100,000 insurance limitation, their safety also may depend on the HA's control of the underlying collateral which must consist of clearly identified (not pooled) U.S. Government securities. Possession of the collateral securities and a continuous perfected security interest may be the only sure protection against loss in case of financial institution failure.
  
- F. Municipal Depository Fund -- A Municipal Depository Fund (Fund) or Local Government Investment Pool which is established by States, municipalities, units of local government or other political subdivisions to serve as an investment fund for HAs is permitted. The securities purchased by a Fund shall be on the HUD-approved list of investment securities. HA shall have either an undivided or divided interest in securities comprising the Fund.

The Fund shall be under the control of the Investment Company Act of 1940, and its objective shall be clearly stated. The investment objective of the Fund shall be to obtain as much income as possible consistent with the preservation and conservation of capital. The Fund shall disclose clearly the basis of earnings and how they are distributed. HA shall obtain a statement of potential default and risk and a clear demonstration that withdrawals from the Funds will not be so restricted as to impair a HA's day-to-day cash management needs. The management fee shall be fixed at a reasonable amount and management shall be passive. HA shall limit the amount of funds invested in the Fund to no more than 30 percent of a HA's available investment funds. The Fund shall disclose the relationships of the investment advisor, manager, trustees, custodian and transfer agent. Each financial advisory relationship shall be evidenced by a written document executed prior to, upon, or promptly after the inception of the financial advisory relationship, or promptly after the creation or selection of the issuer. If the issuer does exist or has not been determined at the time the relationship commences, that written document shall set forth the basis of compensation for the financial advisory services to be rendered.

- G. Super NOW Accounts -- Super NOW accounts have been available and approved for public funds since January 1983. They offer a relatively high market rate and are fully transactional (have no limitations on the number of checks or transfers). Insurance and collateral requirements are as above for subparagraph e Demand and Savings Deposits.

## H. Certificates of Deposit

1. Certificates of Deposit are permitted at depository institutions that are insured by an agency of the Federal Government. Caution must be exercised for certificates exceeding the \$100,000 insurance limit or when the term is longer than 30-90 days. Although the certificates' rate of return may be attractive for larger amounts and longer terms, U.S. Treasury securities offer superior safety and liquidity for the same amounts and terms. Certificates shall be in the HA's name. In addition a General Depository Agreement must be executed by each financial institution that issues a Certificate of Deposit.
  2. Certificate amounts above \$100,000 are permitted provided that the excess is 100 percent collateralized by clearly identified (not pooled) U.S. Government securities. Possession of the collateral securities and a continuous perfected security interest may be the only sure protection against loss in case of bank failure.
  3. Brokered deposits should be avoided because it is impossible to get \$100,000 federal insurance on a number of deposits placed by brokers.
- I. Repurchase Agreements -- Repurchase (repos) agreements for a term not to exceed 30 days may be entered into with Federally insured depository institutions to purchase and sale of securities identified under paragraphs 1, 2, and 3. A repurchase agreement is an agreement negotiated with a bank usually for a short period (1 to 7 days) wherein securities approved for investment are purchased from that bank at a stated price with the bank agreeing to repurchase them on a specified date for a specified amount. The minimum may vary, although it is usually \$100,000. There are three main types: (1) fixed term, where both parties are bound to the negotiated time period, (2) demand, where the agreement stays in effect until terminated by either party, and (3) day-to-day, where daily renewal is by mutual consent and 24- hour notice is required for termination.

The HA should review existing and future repos for compliance with the following certifications. Prior approval by HUD is not necessary, however, the repos seller depository or its agency must provide a written certification to HUD, Assistant Secretary for Public and Indian Housing (Office of Finance and Budget), the Area Office, and to the HA.

1. That the depository's repo program complies with applicable Federal and State statutes and regulations and that the program does not involve sales or loans of Federal securities by securities dealers that are not regulated or that report to the Federal Reserve Board;
2. That the depository owns the underlying Federal securities (approved for repurchase under HUD guidelines) when the repo interest is sold and that the value of the securities is equal to or greater than the amount the HA pays for the repo;
3. That the HA has possession of the securities (or the HA will take possession of the securities) or an independent custodian (or an independent third party) holds the securities on behalf of the HA as a bailee (evidenced by a safe keeping receipt and a written bailment for hire contract), from the time the repo interest is sold to the HA and will be (or is expected to be) maintained for the full term of the repo;

4. That the repo agreement and any related documents identify specific Federal securities related to the specific repo purchased by the HA;
  5. That the repo interest does not represent any interest in a pool or fund of Federal securities for which registration under the Investment Company Act of 1940 may be required;
  6. That the HA will have a continuous perfected security interest in the underlying Federal securities under State or Federal law for the full term of the repo (disclosing the method by which perfection has or will be accomplished, i.e., by possession, filing, registration of book-entry securities and/or Federal preemption of State law by Federal regulation);
  7. That the depository or a reporting dealer selling the repo has not received any adverse financial report from a credit reporting agency, State or Federal regulatory agency; and
  8. That the depository will not substitute other securities as collateral, except to increase the value of the repo security to match the repos's purchase price.
- J. Sweep Accounts -- Sweep Accounts is a contractual agreement between a bank and a HA which provides that the bank will regularly "sweep" or transfer any available collected balances from the HA's account into repurchase agreements. The Sweep Accounts agreement shall include all the certification provided in the Repurchase Agreement and adherence to paragraph 4-3, Collateralization of Deposits.
- K. Separate Trading of Registered Interest and Principal of Securities -- Separate Trading of Registered Interest and Principal of Securities (STRIPS) are Treasury-based zero-coupon securities which consist of interest or principal on U. S. Treasury securities. STRIPS were issued in minimum increments of \$1,000. STRIPS pay no interest until maturity and the rate of return is "locked in" at the time of purchase. The delivery of STRIPS is accomplished by wire transfer through the Federal Reserve book entry system. STRIPS shall be in the name of the HA.
- L. Mutual Funds -- A Mutual Fund (Fund) is an investment company that makes investments on behalf of individuals and institutions. The Fund pools the money of the investors and buys various securities that are consistent with the Fund's objective.
1. Mutual Fund Criteria -- The Fund shall be organized as a no-load, open-end, diversified management company and its shares shall be registered under the Securities Act of 1933. The Fund shall be under the control of the Securities Exchange Act of 1934, Investment Advisers Act of 1940 and the Investment Company Act of 1940.

The investment objective of the Fund shall be to obtain as much income as possible consistent with the preservation, conservation and stability of capital. The mutual fund objective cannot be changed without the prior approval of fund shareholders.

2. The securities purchased by the Fund shall be on the HUD-approved list of investment securities. The Fund will not engage in options or financial futures. The HA shall limit the amount of funds invested in the Fund to no more than 20 percent of the HA's available investment funds. The Fund shall disclose clearly the basis of earnings and how they are distributed. The HA shall obtain a statement of potential default and risk. The HA's invested

funds shall be accessible to the HA daily. It shall be demonstrated that any limitations on withdrawals will not impair the HA's day-to-day cash management needs.

3. The management fee shall be fixed at a reasonable amount. The Fund shall disclose the relationships of the investment advisor, manager, trustee, custodian and transfer agent. The Fund shall clearly state all services (such as wire transfers and check writing privileges) and charges.
4. Investment in the Fund shall be authorized by a Board Resolution. A certified copy of the resolution shall accompany the initial application for the Fund.
5. The Fund (or custodian) and the HA shall sign the General Depository Agreement, HUD-51999 dated June 1991, modified as follows:
  - a) In the title, "(Mutual Fund)" shall be added after General Depository Agreement. Whenever "depository" appears in the text it also refers to "mutual fund."
  - b) The HA's name and location (including county or city) will be filled in the first clause of the General Depository Agreement. The name, location and the HA's mutual fund account number also will be filled in the first clause. The second clause remains unchanged.
  - c) The third clause is substituted as follows: "Whereas, under the terms of the Contract the HA shall invest in a mutual fund (herein called the depository) only on the terms set forth hereafter. Mutual fund is defined as an investment company that makes investments on behalf of individuals and institutions. The depository shall be organized as a no-load, open-end, diversified management company and its shares shall be registered under the Securities Exchange Act of 1933. The depository shall be under the control of the Securities Exchange Act of 1934, the Investment Advisers Act of 1940 and the Investment Company Act of 1940. HA shall acquire shares in a mutual fund whose portfolio includes only securities on the HUD-approved list of investment securities."
  - d) Paragraphs 1, 3, 11 and 12 are deleted.
  - e) Paragraphs 4 through 6 are modified to read as follows:
    - 1) Paragraph 4: Any shares purchased from HA funds shall be held by the depository in safe-keeping for the HA until sold. Dividends and distributions on such shares and the proceeds from the sale thereof shall be used to purchase additional shares or remitted directly to the HA.
    - 2) Paragraph 5: The language "from said Accounts" is deleted.
    - 3) Paragraph 6: The language "in respect of the Accounts" is deleted.
    - 4) Paragraphs 7 through 10 are not changed.
    - 5) The additional language can be typed on a separate page, attached and duly executed. The following language shall be added to the bottom of the page: Page number incorporated in and made a part of the General Depository Agreement between (HA) and (Depository).

#### **ATTACHMENT 6**

#### **Investment of Funds Held by HA Fiscal Agents**

Description of Funds -- The funds established by HA resolutions authorizing the issuance of bonds to finance the development cost of projects are as follows:



- A. Debt Service Fund -- This Fund is established pursuant to the Annual Contributions Contracts and HA Resolutions providing for the issuance of new HA bonds. The Fiscal Agent is explicitly required under the form of the Fiscal Agency Agreement entered into since 1964 to purchase and sell investment securities as the HA, with the approval of the Federal Government, may direct. Where a Fiscal Agency Agreement does not contain a specific requirement for the investment of Debt Service Funds, such investment must, nevertheless, be made since it is a general power and duty of a trustee, (implied if not expressed) to keep funds properly invested in order to attain safety and produce income for the trust funds.
  
- B. Advance Amortization Fund
  - 1. Since 1952, the form of Fiscal Agency Agreement in use requires the Fiscal Agent to invest funds on deposit in the Advance Amortization Fund as the HA, with the approval of the Federal Government, may direct.
  
  - 2. With respect to the investment of funds resulting from a consolidated sale of bonds by an Agency Authority, only the Agency Authority of HUD may issue investment instructions to the Fiscal Agent. These instructions shall be consistent with HUD guidelines.
  
- C. Annual Contributions Reduction Account (sometimes called Supplementary Revenues Account); Bond Service Account; Series A Reserve Fund; General Bond Reserve Fund; Rental Debt Service Fund; and Excess Lands Account -- The Resolution authorizing Series A and Series B Bonds issued prior to 1951 established these funds and the Resolution usually contains limitations on the investment of funds on deposit in one or more of such accounts.

**SECTION 3 –ASSURANCE**

This form must be completed and submitted with bid package.

The undersigned \_\_\_\_\_, as an official representative of  
(Representative)  
\_\_\_\_\_ agrees to comply with Section 3 requirements for  
(Contractor)  
\_\_\_\_\_. It is understood that failure to comply may  
(Project)  
result in the following sanctions: cancellation, termination, or suspension in whole or in part of this contract.

How many positions will be needed on this project? \_\_\_\_\_  
(Provide Detail in Attachment A)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.1 How many of these positions will be filled by your regular, permanent employees? \_\_\_\_\_

2.2 How many positions are projected to be filled by low income area residents? \_\_\_\_\_  
(Provide Detail in Attachment A)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.3 Will you be hiring any new employees for this project? \_\_\_\_\_ If yes, how many positions are projected to be filled by low income area residents? \_\_\_\_\_

2.4 How many subcontractors will be utilized for this project? \_\_\_\_\_

2.5 Of these subcontractors, how many are Section 3 subcontractors? \_\_\_\_\_  
(Provide Detail in Attachment B)

2.6 How many businesses/suppliers will be utilized? \_\_\_\_\_

2.7 Of these, how many are Section 3 businesses/suppliers? \_\_\_\_\_  
(Provide Detail in Attachment B)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### SECTION 3 -- SCHEDULE A ACKNOWLEDGMENT

Contractor Name: \_\_\_\_\_

#### Resident Employment and Training Contract Compliance

#### Employment and Training for RHA Resident and Low and Very-Low Income Area Residents

- A. The contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.38 and Owner's Section 3 requirements. The contractor hereby submits this Schedule A as its Section 3 Opportunities Plan. The contractor agrees to employ a full time Section 3 Coordinator for the duration of the project.
- B. The contractor shall provide a status report identifying its progress in meeting the Section 3 goals established in this Schedule A on a monthly basis throughout the contract period. The monthly status report shall be submitted no later than 15 days after the end of each calendar month of the contract (e.g. April 15 for March). The status report shall provide at least the same level of detail as the approved Schedule A. For any goal not met, the report shall identify any other economic opportunities, which the contractor has provided or intends to provide to RHA residents.
- C. Each Bidder/Proposer for a construction or labor related contract shall complete this Schedule A and submit all relevant information required herein. A prime contractor through his/her subcontractors may satisfy the Owner's resident hiring requirements. Please complete the Employment Needs on the attached page with the following:
  - 1) Job categories of construction trade, administrative, or other jobs that will be necessary on this project.
  - 2) Total number of expected hours to be spent on the job in each of the above employee/trade categories provided throughout the life of the contract. These numbers should reflect both existing and new employee time.
  - 3) Total number of expected new hires in each category. These numbers should reflect the total number of expected employees in each category, minus the number of existing employees in each category.
  - 4) Total number of expected Section 3 new hires in each category. This number should reflect all the low and very low-income individuals the contractor intends to hire in order to comply with the numerical goals of Section 3 which is 30% of all new hires.

#### SECTION 3 BUSINESSES – SUBCONTRACTING OPPORTUNITIES

In a one-page letter on your firm's letterhead, please provide the following:

- A. Your company's goals, expressed in terms of percentage of planned subcontracting dollars, for the use of Section 3 business concerns as subcontractors.
- B. A statement of the total dollar amount to be subcontracted, total dollar amount to be subcontracted to Section 3 business concerns for building trades, and total dollar amount to be subcontracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization and redevelopment).

- C. A description of the method used to develop the goals above and the efforts to be undertaken by the contractor to meet those goals.

COMPLIANCE

- A. Positions shall not be filled immediately prior to undertaking work in order to circumvent regulations set forth in 24 CFR Part 1235 et seq., as amended.
- B. Each bidder/proposer must include a Section 3 Opportunities Plan and a Schedule A, which indicates its commitment to meet the Owner's resident hiring requirement.
- C. If a bidder/proposer fails to submit a Section 3 Opportunities Plan and a Schedule A and the related data along with the bid/proposal, such bid/proposal will be declared as nonresponsive.
- D. Failure of the contractor to comply with the approved plan shall be a material breach of the contract.

Acknowledged by:

\_\_\_\_\_  
Name of President or Authorized Officer

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Section 3 – Estimated Project Work Force Breakdown (Attachment A)**

<b>Job Category</b>	<b>Total Estimated Positions Needed for Project</b>	<b>Number Positions Occupied by Permanent Employees</b>	<b>Number Positions Not Occupied</b>	<b>Number Positions to be Filled with Section 3 Residents</b>
Supervisor				
Professional				
Technical				
Off/Clerical				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				

**Section 3 Resident**

Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the County if not within a MSA in which the Section 3 covered project is located. See attached income schedule.

**NOTE: This document must be submitted with bid documents.**

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Company

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Person Completing Form

---

Date

**Section 3 – Proposed Contracts/Subcontract Breakdown (Attachment B)**

Type of Contract (Business or Professional)	Total Number	Total Approximate Dollar Amount	Estimated Number Contract Section 3 Businesses	Estimated Dollar Amount Section 3 Businesses

**NOTE: Must be submitted with bid documents.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Person Completing Form

\_\_\_\_\_  
Date

# Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development

U. S. Department of Housing and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0157  
(exp. 1/31/2017)

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 conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 24 CFR 85.36. These contractual agreements are required by Federal law or regulation pursuant to 24 CFR Part 85.36. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

## 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 24 CFR 85.36 (f).

1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 24 CFR 85.36 (F) prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

1.3 Restrictive Drawings and Specifications. In accordance with 24 CFR 85.36(c)(3)(i) and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 968.235), the Design Professional shall provide such a certification to the Owner.

1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters

1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

1.7 Conflicts of Interest. Based in part on federal regulations (24 CFR 85.36(b)) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or

(iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, arrangement.

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No member, officer, or employee of the Owner, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

1.8 Disputes. In part because of HUD regulations (24 CFR 85.36(i)(1)), this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

1.9 Termination. In part because of HUD regulations (24 CFR 85.36(i)(2)), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: 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.

1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

A. 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.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, 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 135 regulations.

C. 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 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; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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 135. 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 135.

E. 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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Reserved.

H. Reserved.

1.13 Reserved.

1.14 Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.



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1.15 Energy Efficiency. Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the 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 codified at 42 U.S.C.A. § 6321 et. seq.).

1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 CFR section 905.115(b) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government.

1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

**General Depository Agreement  
HUD-51999 (GDA)**

**Department of Housing and Urban Development  
Office of Public and Indian Housing**

**OMB Approval No. 2577-0075  
(exp. 01/31/2021)**

Public reporting burden for this collection of information is estimated to average 1 hour per response. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD will use this information to ensure PHAs use all Program Receipts received from HUD or otherwise associated with public housing funds for purposes of public housing, by requiring such financial assistance to be deposited into interest-bearing accounts at certain financial institutions. The information requested does not lend itself to confidentiality.

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between Regional Housing Authority (herein called the "HA"), a duly organized and existing public body corporate and politic of the County of Sutter and \_\_\_\_\_ (herein called the "Depository"), located at \_\_\_\_\_.

**Witnesseth:**

Whereas, the Department of Housing and Urban Development (herein called "HUD") has entered into one or more Annual Contributions Contracts (herein called the "ACC" with the HA for the purpose of providing financial assistance to develop and operate lower income housing projects, as authorized by the United States Housing Act of 1937, as amended (42 USC 1437, et seq.); and

Whereas, under the terms of the ACC the HA is required to select as depositories of its funds, financial institutions whose deposits or accounts are insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF) as long as this Agreement is in force and effect.

Now Therefore, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 2 The deposits and accounts of the Depository shall continue to be insured by the FDIC Corporation or NCUSIF.
- 3 All monies deposited by the HA with the Depository shall be credited to the HA in a separate interest-bearing deposit or interest-bearing accounts, designated \_\_\_\_\_ Accounts" (herein the "Accounts"). Any portion of HA Funds not insured by a Federal insurance organization shall be fully (100%) and continuously collateralized with specific and identifiable U.S. Government or Agency securities prescribed by HUD in a notice. Collateralization is required on a daily basis at the end of the business day. Such securities shall be pledged and set aside in accordance with applicable law or Federal regulations. The HA shall have possession of the securities (or the HA will take possession of the securities) or an independent custodian (or an independent third party) holds the securities on behalf of the HA as a bailee (evidenced by safe keeping receipt and a written bailment for hire contract) and will be maintained for the full term of deposit. The Depository may substitute other securities as collateral to equal or increase the value. If the HA is an agency of an Indian tribe, the collateral shall be in United States bonds and otherwise as may be prescribed for public funds by the United States Secretary of the Treasury.
- 4 Except as stated in Paragraph 5, the Depository shall honor any (a) check or other order to pay from the Accounts, or (b) directive to purchase investment securities with monies from the Accounts or to sell securities, if such order or directive is in writing and signed on behalf of the HA by an officer or member designated by resolution of the Board of Directors of the HA to have such authority. To assist the Depository in its obligation, the HA shall furnish the Depository with a certified copy of the resolution.
- 5 Any securities received from the HA or purchased by the Depository with monies from the Accounts shall be considered to be a part of the Accounts and shall be held by the Depository in safe-keeping for the HA until sold. Interest on such securities and the proceeds from the sale thereof shall be deposited in the Account upon receipt
- 6 If the Depository receives written notice from HUD that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any check or other order to pay from the Accounts or directive to purchase or sell securities, or permit any withdrawals by the HA from said Accounts until the Depository is authorized to do so by written notice from HUD.
- 7 The Depository is not obligated to be familiar, and shall not be charged, with knowledge of the provisions of the ACC, and shall be under no duty to investigate or determine whether any action taken by either the HA or HUD in respect of the Accounts are consistent with or are authorized by the ACC or whether either HA or HUD is in default under the provisions of the ACC. The Depository shall be fully justified in accepting and acting on, without investigation, any certificate or notice furnished to it pursuant to the provisions of this Agreement and which the Depository shall in good faith believe to have been duly authorized and executed on behalf of the party in whose name the same purports to have been made or executed.
- 8 The rights and duties of the Depository under this Agreement shall not be transferred or assigned by the Depository without the prior written approval of the HA and HUD. This Agreement may be terminated by either party hereto upon thirty days' written notice to the other party, and HUD.

The rights and duties of the Depository hereunder shall not be transferred or assigned nor shall this Agreement be terminated during any period in which the Depository is required to refuse to permit withdrawals from the Accounts as provided in Paragraph 5. The rights and duties of the Depository under this Agreement shall not be transferred or assigned by the Depository without the prior written approval of the HA and HUD. This Agreement may be terminated by either party hereto upon thirty days' written notice to the other party, and HUD. The rights and duties of the Depository hereunder shall not be transferred or assigned nor shall this Agreement be terminated during any period in which the Depository is required to refuse to permit withdrawals from the Accounts as provided in Paragraph 5.

9 HUD is intended to be a third-party beneficiary of this Agreement and may sue to enforce its provisions and to recover damages for failure to carry out its terms.

10 The Depository shall provide the HA with remote, electronic access to the Accounts for the purpose of monitoring the crediting or depositing of any monies in the Accounts.

11 The provisions of this Agreement may not be modified by either Party without the prior written approval of HUD.

12 ~~Strike this paragraph if inapplicable:~~ Previous General Depository or Savings Depository Agreements, if any, entered into between the Depository and the HA are hereby terminated and all monies and securities of the HA on deposit with or held by the Depositories pursuant to the terms of said Agreement shall continue to be held for account of the HA pursuant to and in accordance with the provisions of this Agreement.

~~13 Strike this paragraph if paragraph 2 applies: For use only in certain States that have statutes that prohibit HAs from implementing paragraph 2.~~

~~At no time shall the HA Funds in the Accounts be permitted to exceed the amount insured by Federal deposit insurance (herein the "Insured Amount"). At any such time as the amount of funds in the Accounts reach the Insured Amount, whether by the accrual of interest or otherwise, the Depository shall promptly, as directed by the HA, and in an amount sufficient to limit the funds in the Accounts to the Insured Amount, either: (a) remit payment to the HA or, (b) on behalf of the HA, purchase securities approved for investment by the HA. Such securities shall not be considered to be a part of the Account pursuant to Paragraph 4 hereof but shall be held by the Depository as custodian or trustee for the HA in a separate account established for that purpose by the Depository (herein the "Securities Account"). The Securities Account shall be designated.~~

~~Income or other proceeds from securities held in the Securities Account shall, as directed by the HA, upon receipt, be paid to or on behalf of the HA; provided, however, that such proceeds shall, to the extent consistent otherwise with the provisions of this Paragraph, be deposited in the Accounts. If the Depository receives written notice from HUD pursuant to Paragraph 5 hereof that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any directive from the HA to sell securities, or permit any withdraws by the HA, from the Securities Account until the Depository is authorized to do so by written notice from HUD. During the pendency of such restrictions on the Accounts and the Securities Account, the Depository, except as directed in writing by HUD, shall not remit any payment to the HA for the purpose of limiting the amount of funds in the Account to the Insured Amount but shall instead purchase securities approved for investment by the HA and hold such securities in the Securities Account.~~

14 Notice required under the terms and conditions of this agreement shall be deemed to have been given when it made by:

\_\_\_\_\_, on behalf of Regional Housing Authority  
Daniel C. Miller, Chairperson

\_\_\_\_\_, on behalf of \_\_\_\_\_  
Title \_\_\_\_\_ Organization (Depository)

\_\_\_\_\_, on behalf of San Francisco Field Office  
Gerard Wendt, Public Housing Director on behalf of HUD

Notice shall be made in writing. Notice may be delivered in person, by United States Postal Service mail, by receipted commercial mail delivery, by facsimile machine or other electronic means that clearly identifies the sender as one of the persons so authorized in this paragraph. Notice under the terms of this agreement shall be implemented by the Depository within 24 hours of actual receipt.

In Witness Whereof, the HA and the Depository have caused this Agreement to be executed in their respective names and their respective seal to be impressed hereon and attested as of the date and year first above written.

Regional Housing Authority by \_\_\_\_\_, Daniel C. Miller, Chairperson

Depositor \_\_\_\_\_ By/Title \_\_\_\_\_

Public Housing Agencies; Indian Housing Authorities; Secretary's Representatives; State/Area Directors, Public Housing Divisions; Administrators, Offices of Native American Programs; Resident Management Corporations (RMCs)

Notice PIH 96-33(HA)  
Issued: June 4, 1996  
Expires: June 30, 1997 Coordinators;

#### Required HA Cash Management and Investment Policies and Procedures

1. **PURPOSE** -- The purpose of this Notice is to advise public housing agencies and Indian housing authorities (herein referred to as HAs) and Area Offices of the Department's HA requirements governing cash management and approved investment instruments. The Notice extends and reissues, with minor editorial changes, the policies and procedures, including the list of HUD approved investment instruments, previously set forth in Notice PIH 95-27.
2. **BACKGROUND** -- The Annual Contributions Contract (ACC) requires the HA to deposit and invest all program funds for projects under an ACC in accordance with the terms of a General Depository Agreement. The General Depository Agreement must be in a form approved by HUD and is executed between the HA and the depository. In addition, the ACC requires the HA to invest General Fund (program) monies only in HUD approved investments.

The Federal Code of Regulations, Part 85, Subpart C, (24 CFR § 85.20) requires HAs to establish cash management procedures. Cash management is the process of managing the cash flow of a HA to optimize its use of funds. This process involves the timing of receipts and disbursements to assure the availability of funds to meet expenditures and to maximize the yield from the investment of temporarily surplus funds. Effective cash management calls for organized planning. Good relations between the HA and the financial institution can improve the effectiveness of a cash management program.

3. **APPLICABILITY** -- This Notice applies to the Low Rent Public Housing Program, the HA Owned/Leased Housing Homeownership Program (Turnkey III Program), the Section 23 Leased Housing Program, and the Mutual Help Homeownership Program.
4. **BANKING SERVICES** -- Banking services shall be arranged by selecting a bank through competitive solicitation to assure the HA that it receives the banking services provided at the lowest cost. It should be noted, however, that HAs must designate a single bank account for the deposit of all payments that are received from HUD through Direct Deposit-Electronic Funds Transfer (DD-EFT). (A Standard Form 1199A, Direct Deposit Sign-Up Form, must be submitted to designate this account.) A copy of the General Depository Agreement (see below) with the financial institution shall be attached with the SF- 1199A. Once the funds are received, they may be transferred to separate accounts according to the applicable program.
  - a. **General Depository Agreement** -- The General Depository Agreement (Form HUD-51999) shall be executed by RHA and the depository. The depository must be a financial institution whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Share Insurance Fund (NCUSIF). An original HUD- 51999 should be maintained by RHA and the financial institution. A copy of the HUD-51999 will be sent to the HUD Area Office (along with the SF-1199A).
  - b. **Procurement Procedure and Period of Service**

Banking services should be periodically solicited through competitive negotiation. The solicitation in the form of a Request for Proposal (RFP) would permit RHA to evaluate the quality of the services received as well as the price. This periodic process should prevent the bank supplying the services from becoming complacent in its dealings with RHA.

5. COLLATERALIZATION OF DEPOSITS

RHA shall require their depositories to continuously and fully (100%) secure all deposits regardless of type (i.e. regular, savings, etc.) that are in excess of the \$100,000 insured amount. This may be accomplished by the pledging or setting aside collateral of identifiable U.S. Government securities as prescribed by HUD. The HA has possession of the securities (or the HA will take possession of the securities) or an independent custodian (or an independent third party) holds the securities on behalf of RHA as a bailee (evidenced by safe keeping receipt and a written bailment for wire contract) and will be maintained for the full term of the deposit. Such securities shall be owned by the depository and the manner of collateralization shall provide RHA with a continuing perfected security interest for the full term of the deposit in the collateral in accordance with applicable laws and Federal regulations. Such collateral shall, at all times, have a market value at least equal to the amount of the deposits so secured.

6. INVESTMENT OF FUNDS

a. Funds Available for Investment

- 1) Funds on deposit in the General Fund are comprised of four components: (1) funds for current transaction purposes, (2) development and/or modernization funds (see #2 below), (3) funds exceeding those necessary for the daily operation of RHA which are considered available for investment and (4) any operating reserve funds. As a general rule, the average amount on deposit in the General Fund cash accounts (the targeted maximum cash balance) should be the amount needed on hand for transaction purposes or as a safeguard against cash shortages. In the interest of good cash management, non-interest bearing deposits should be reduced to the amount necessary to maintain a good banking relationship.
- 2) Under the Modernization and Development Programs, the term "cash management" also means minimizing the time elapsing between the drawdown and disbursement of funds by the HA. HUD has established the maximum time to be generally three working days. Therefore, reference to "excess funds" also means the amount of modernization or development funds drawn down, but not needed for immediate disbursement (see 24 CFR § 85.21 (b)). Interest income earned on modernization funds is included as operating income in the calculation of operating subsidy eligibility under the Performance Funding System (PFS). Interest income earned on development funds is credited to the development program and reduces the development cost of the project.

- b. Approved Investment Securities -- In most cases, purchases of securities shall have maturities which coincide with expected disbursements by the HA. For the purpose of investing operating reserves, issues shall be limited to maturities three years or less. Although some of the following securities have maturities longer than three years, they can be traded in the secondary market. A list of investments approved by HUD for the investment of HA funds is attached. HAs are required to choose from these financial instruments. Within the HUD approved instruments, HAs are permitted to modify their investment policy without prior HUD approvals. The choice of investments from the approved list should be made using the criteria developed in the remainder of this paragraph.

- c. Determination of Investment Type -- The determination of the best or appropriate types and mixtures of investments is dependent on several factors. The primary objective is safety. Once that objective is attained, the optimum return on the investment should be consistent with the goals of the cash management program of the HA. The factors that should be taken into account include the following:

- (1) Safety -- Safety is achieved through adherence to the list of permitted investments which are backed by the full faith and credit of, or a guarantee of principal and interest by, the U.S. Government, a Government agency or issued by a Government-sponsored agency, coupled with an appropriate maturity date.

- (2) Yield -- The HA should strive to achieve the highest yield consistent with the other factors of the investment policy. Tax-exempt securities are not appropriate for investment by a HA because it would not benefit from the tax advantage.
  - (3) Liquidity -- All investments must be capable of being liquidated on one day's notice. Therefore, no investments may be made which impose a longer notice period for redemption or which are not readily marketable.
  - (4) Maturity -- Investments should be scheduled to mature when the funds are needed. Sale of securities prior to maturity should be avoided due to the inherent risk. (If the market interest rate increases above the yield on the investment, the market value of the securities will decline.) Investments shall be limited to securities maturing in periods of up to one year, or such lesser period that coincides with expected disbursements by the HA, but not beyond the current financing cycle. HAs may invest in securities up to three years for the investment of operating reserves.
  - (5) Amount -- The best or most appropriate type of investment depends, to some degree, on the amount available for investment because certain investments require a large initial amount.
  - (6) Administrative Cost -- In choosing an investment, a HA must consider the administrative work involved, particularly with regard to investments of short duration. Substantial amounts can be invested for periods as short as one or two days. However, the administrative costs with small amounts may be greater than the return on the investment, thus would not be justified or cost effective. Administrative costs will be higher with a more frequent turnover of investments and must be taken into account together with the yield and term in determining the optimum investment strategy.
- d. Investment of Funds Held by HA Fiscal Agents -- Funds held by the Fiscal Agent in any trust funds shall be invested in strict accordance with the Resolution establishing such funds. Where the Resolution contains no provision concerning the investment of funds, the funds shall be invested in securities approved for General Fund Investment provided such investment will mature or may be redeemed at the option of the purchaser at not less than the purchase price on or prior to the date such funds are required to be disbursed by the Fiscal Agent. A description of funds established by HA resolutions authorizing the issues of bonds is attached.
- e. Investment Register -- An investment register or other record shall be maintained by the HA or its agent. The register/record shall be maintained in such a manner that a determination can be made as to the amount of investment securities purchased from each fund and at a minimum provide for recording a complete description of investment instrument, date of purchase, purchase price, interest rate, and applicable date of sale or maturity. The investment register/record may also be used to identify the source of funds invested (i.e., modernization or development funds, tenant security deposit funds, operating funds).
- f. Internal Controls -- HAs shall implement the following internal controls to assist in controlling investments and preventing loss or misuse.
- (1) Investment transactions shall be authorized by the HA governing board and documented in the board minutes.
  - (2) Investment documents shall be kept in a safe fire-resistant locked file cabinet, safe deposit box, or other similarly secured location.
  - (3) Individuals responsible for custody of securities shall be someone other than an individual maintaining the accounting records.
  - (4) Investments shall be maintained in a custodian or trust account.
  - (5) Investments shall be in the name of the HA.
  - (6) Investments shall be recorded in detail in an investment ledger.
  - (7) A system shall be in place to insure that all interest earned is collected and credited to the appropriate HA records.
  - (8) Investments shall be reconciled periodically to the detailed record (investment ledger).

## 7. CASH MANAGEMENT

A major factor contributing to the success of an investment program is the delegation of responsibility and authority for developing and executing it. A HA should compare the cost of establishing a cash management program in-house (if qualified professional staff are available) to contracting out. If HAs contract for cash management and investment services, then the organization should have qualified personnel to achieve cost-effectiveness. Commercial banks and savings and loans association offer such services.

Good cash management, which is an objective of management, creates responsibilities for the use of funds. Such responsibilities are placed on both the HA and HUD for a successful program to benefit both. The primary goals of cash management are to assure the availability of cash for transaction needs, preserve the value of cash resources and earn the maximum return on funds until disbursed.

- a. Cash Management by the HA -- The HA should compare the return from an in-house cash management program with a program managed by an agent. If the HA finds that administrative costs of an in-house program are such that the net yield on investments is less than that obtainable through an alternative, the general rule is that the HA should use that alternative.
- b. Cash Management by an Agent -- As an alternative to an in-house cash management program, a HA may enter into a contract with an approved governmental unit such as a State agency established for this purpose (see attachment A, #6, Municipal Depository Fund), or a financial institution (excluding investment bankers and brokerage houses) to administer its cash management program.

Such a program may include any of the functions of cash management, i.e., receipts, disbursements and investments. Such a contractual arrangement will give a small HA the expertise and administrative skills which it would not otherwise be expected to have and often can make a cash management program cost-effective.

- c. Temporary Funds Available for Investment
  - (1) Each HA with an average cash balance of \$20,000 or more shall invest such funds in HUD-Approved Investment Securities in order to meet the PFS Target Investment requirements (24 CFR Section 990.109 (e), 24 CFR §950.725 (e)). HAs with average cash balances of less than \$20,000 shall also invest such funds in HUD-Approved Investment Securities. For the purpose of calculating operating subsidy eligibility under the PFS (24 CFR Section 990.109 (e), 24 CFR §950.725 (e)) these HAs shall make a reasonable estimate of investment income for the requested budget year. Please note that investment income estimates for these HAs are not subject to the mandatory year-end adjustment.
  - (2) See Handbook 7475.13, Performance Funding System (PFS), regarding reporting requirements for projecting investment income for the purpose of calculating PFS operating subsidy eligibility. These requirements mandate a minimum investment income (Target Investment Income) for calculating operating subsidies and allow HAs to retain investment income in excess of the required amount. HAs should review these requirements carefully in developing their cash management programs.

## 8. MONITORING

The Office of Finance and Budget, PIH, will continue to oversee the overall cash management policy and programs for HAs. Actual monitoring of each HA's cash management will continue to be the responsibility of the respective Area Office. Monitoring will be accomplished through review of documentation submitted to support the investment income shown in the calculation of operating subsidy and during on-site monitoring reviews.

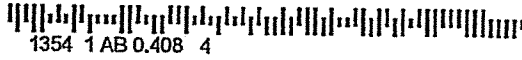
If there are questions regarding the contents of this Notice, please contact the Office of Finance and Budget at 202-708-1872. Casimir Bonkowski for Acting Assistant Secretary for Public and Indian Housing.

**BANK ANALYSIS REPORTS**



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REGIONAL HOUSING AUTHORITY  
CENTRAL OFFICE  
1455 BUTTE HOUSE RD  
YUBA CITY, CA 95993-2701

**RECEIVED**  
AUG 20 2018  
RHA

Statement Date: 07/31/2018  
Relationship Number: F1039  
Contact: Katy Blakemore  
Phone: 530-790-2664  
Lead Account: 100016035

1-TCBK-LTTR-01 180815  
001-003-001354 000013160

**FAMILY PARENT ANALYSIS STATEMENT**

FOR THE PERIOD 07/01/18 THROUGH 07/31/18

BALANCE COMPUTATION		ACCOUNT POSITION	
Average Daily Book Balance	560,913.26	Earnings Credit ( 0.45 %)	192.94
Less Average Daily Float	0.00	Analyzed Charges	279.93
Average Daily Collected Balance	560,913.26	Analyzed Charges Due After Credit	86.99
Less Reserve Requirement	56,091.33	<b>TOTAL FEES DEBITED 100016035</b>	<b>86.99</b>
Balance to Support Services	504,821.93		

Accounts included in the Family: Relationship Account Summary

RELATIONSHIP ACCOUNT SUMMARY					
Account Number	Average Ledger Balance	Average Available Balance	Earned Credit	Activity Charge	Analysis Position
100016035	385,111.86	385,111.86	103.03	233.93	-130.90
100016084	175,801.40	175,801.40	47.03	46.00	1.03
<b># of Accts 2</b>	<b>560,913.26</b>	<b>560,913.26</b>	<b>192.94</b>	<b>279.93</b>	<b>-86.99</b>

ACTIVITY DETAIL				
SERVICES RENDERED IN PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
<b>Account Services</b>				
Monthly Maintenance	2	15.0000	30.00	78,495
<b>Subtotal Account Services</b>			<b>30.00</b>	<b>78,495</b>
<b>Depository &amp; Vault Services</b>				
Checks Deposited	737	0.1000	73.70	192,835
Service Charge Debits	346	0.1300	44.98	117,690
Service Charge Credits	29	1.2500	36.25	94,848
<b>Subtotal Dep. &amp; Vault Services</b>			<b>154.93</b>	<b>405,372</b>
<b>Remote Deposit Services</b>				
Remote Deposit Capture	1	25.0000	25.00 W	
RDC Additional Account	2	5.0000	10.00 W	
<b>Subtotal Remote Deposit Services</b>			<b>0.00</b>	<b>0</b>
<b>ACH Services</b>				
ACH Credit Origination Module	1	25.0000	25.00 W	
ACH Additional Account	1	5.0000	5.00 W	
<b>Subtotal ACH Services</b>			<b>0.00</b>	<b>0</b>
<b>Wire Services</b>				
Incoming Wire	1	15.0000	15.00	39,247
<b>Subtotal Wire Services</b>			<b>15.00</b>	<b>39,247</b>
<b>Fraud Prevention Services</b>				
Payee Positive Pay	1	60.0000	60.00	156,989
Payee Positive Pay	1	60.0000	60.00 W	
ACH Positive Pay	1	20.0000	20.00	52,330
ACH Positive Pay	1	20.0000	20.00 W	
<b>Subtotal Fraud Prevention Service</b>			<b>80.00</b>	<b>209,319</b>

SERVICE SUMMARY		
Total Activity Charges		279.93
Total Charges Listed Before Credit		732,433
Analyzed Charge Subtotal		279.93
Waived Charges (code W)		732,433
		145.00

\$2,616.49 in collected balance will offset \$1.00 of charges.

ACCOUNT HISTORY							
MM/YY	Average Ledger Balance	Balance Supporting Services	Service Balance Required	Excess/Deficit Balance	Earnings Allowance	Analyzed Charges	Ttl Fees Due This Statment
04/18	392,534	353,281	881,180	(527,899)	102	253	152
05/18	521,927	469,734	947,385	(477,651)	140	282	142
06/18	605,897	545,308	779,045	(233,737)	202	288	86
07/18	560,913	504,822	732,433	(227,611)	193	280	87
YTD	520,318	468,286	835,011	(366,725)	636	1,103	467
Last 12	520,318	468,286	835,011	(366,725)	636	1,103	467

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 REGIONAL HOUSING AUTHORITY  
 CENTRAL OFFICE  
 1455 BUTTE HOUSE RD  
 YUBA CITY, CA 95993-2701

 Statement Date: 07/31/2018  
 Account: 100016035  
 Lead Account: F1039  
 Contact: Katy Blakemore  
 Phone: 530-790-2664

 1-TCBK-LTTR-01 180815  
 002-003-001354 000013160

**SUBSIDIARY ACCOUNT ANALYSIS STATEMENT**

FOR THE PERIOD 07/01/18 THROUGH 07/31/18

BALANCE COMPUTATION		ACCOUNT POSITION	
Average Daily Book Balance	385,111.86	Earnings Credit ( 0.35 %)	103.03
Less Average Daily Float	0.00	Analyzed Charges	233.93
Average Daily Collected Balance	385,111.86	Analyzed Charges Due After Credit	130.90
Less Reserve Requirement	38,511.19		
Balance to Support Services	346,600.67	<b>FEES PASSED TO THE PARENT ACCOUNT</b>	<b>130.90</b>

1039 is the Relationship Parent Account Number

ACTIVITY-DETAIL				
SERVICES RENDERED IN PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
<b>Account Services</b>				
Monthly Maintenance	1	15.0000	15.00	50,461
<b>Subtotal Account Services</b>			<b>15.00</b>	<b>50,461</b>
<b>Depository &amp; Vault Services</b>				
Checks Deposited	721	0.1000	72.10	242,548
Service Charge Debits	216	0.1300	28.08	94,463
Service Charge Credits	19	1.2500	23.75	79,896
<b>Subtotal Dep. &amp; Vault Services</b>			<b>123.93</b>	<b>416,907</b>
<b>Remote Deposit Services</b>				
Remote Deposit Capture	1	25.0000	25.00 W	
RDC Additional Account	2	5.0000	10.00 W	
<b>Subtotal Remote Deposit Services</b>			<b>0.00</b>	<b>0</b>
<b>ACH Services</b>				
ACH Credit Origination Module	1	25.0000	25.00 W	
ACH Additional Account	1	5.0000	5.00 W	
<b>Subtotal ACH Services</b>			<b>0.00</b>	<b>0</b>
<b>Wire Services</b>				
Incoming Wire	1	15.0000	15.00	50,461
<b>Subtotal Wire Services</b>			<b>15.00</b>	<b>50,461</b>
<b>Fraud Prevention Services</b>				
Payee Positive Pay	1	60.0000	60.00	201,843
ACH Positive Pay	1	20.0000	20.00	67,281
<b>Subtotal Fraud Prevention Service</b>			<b>80.00</b>	<b>269,124</b>

SERVICE SUMMARY		
Total Activity Charges		
Total Charges Listed Before Credit	233.93	786,953
Analyzed Charge Subtotal	233.93	786,953
Waived Charges (code W)	65.00	

\$3,364.06 in collected balance will offset \$1.00 of charges.

ACCOUNT HISTORY							
MM/YY	Average Ledger Balance	Balance Supporting Services	Service Balance Required	Excess/Deficit Balance	Earnings Allowance	Analyzed Charges	Ttl Fees Due This Statment
04/18	224,312	201,881	714,253	(512,372)	58	205	147
05/18	313,785	282,361	772,791	(490,430)	84	230	146
06/18	361,980	325,782	809,083	(483,302)	94	233	139
07/18	385,112	346,601	786,953	(440,353)	103	234	131
YTD	321,285	289,156	770,770	(481,614)	339	902	563
Last 12	321,285	289,156	770,770	(481,614)	339	902	563

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REGIONAL HOUSING AUTHORITY  
 CHECKING HCV  
 1455 BUTTE HOUSE RD  
 YUBA CITY, CA 95993-2701

Statement Date: 07/31/2018  
 Account: 100016084  
 Lead Account F1039  
 Contact: Katy Blakemore  
 Phone: 530-790-2664

**SUBSIDIARY ACCOUNT ANALYSIS STATEMENT**

FOR THE PERIOD 07/01/18 THROUGH 07/31/18

1-TCBK-LJTR-01 180815  
 003-003-001354 000013160

BALANCE COMPUTATION		ACCOUNT POSITION	
Average Daily Book Balance	175,801.40	Earnings Credit ( 0.35 %)	47.03
Less Average Daily Float	0.00	Analyzed Charges	46.00
Average Daily Collected Balance	175,801.40	Analyzed Charges Due After Credit	0.00
Less Reserve Requirement	17,580.14	<b>TOTAL FEES DEBITED</b>	<b>0.00</b>
Balance to Support Services	158,221.26		

1039 is the Relationship Parent Account Number

ACTIVITY DETAIL				
SERVICES RENDERED IN PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
<b>Account Services</b>				
Monthly Maintenance	1	15.0000	15.00	50,461
<b>Subtotal Account Services</b>			<b>15.00</b>	<b>50,461</b>
<b>Depository &amp; Vault Services</b>				
Checks Deposited	16	0.1000	1.60	5,382
Service Charge Debits	130	0.1300	16.90	56,853
Service Charge Credits	10	1.2500	12.50	42,051
<b>Subtotal Dep. &amp; Vault Services</b>			<b>31.00</b>	<b>104,286</b>
<b>Fraud Prevention Services</b>				
Payee Positive Pay	1	60.0000	60.00 W	
ACH Positive Pay	1	20.0000	20.00 W	
<b>Subtotal Fraud Prevention Service</b>			<b>0.00</b>	<b>0</b>

SERVICE SUMMARY		
Total Activity Charges		
Total Charges Listed Before Credit	46.00	154,747
Analyzed Charge Subtotal	46.00	154,747
Waived Charges (code W)	46.00	154,747
	80.00	

\$3,364.06 in collected balance will offset \$1.00 of charges.

ACCOUNT HISTORY							
MM/YY	Average Ledger Balance	Balance Supporting Services	Service Balance Required	Excess/Deficit Balance	Earnings Allowance	Analyzed Charges	Ttl Fees Due This Statment
04/18	168,222	151,400	166,927	(15,527)	44	48	4
05/18	208,192	187,373	174,594	12,779	56	52	0
06/18	243,918	219,526	192,546	26,980	63	55	0
07/18	175,801	158,221	154,747	3,475	47	46	0
YTD	199,033	179,130	172,203	6,927	209	201	4
Last 12	199,033	179,130	172,203	6,927	209	201	4

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SUTTER COMMUNITY AFFORDABLE HOUSING  
1455 BUTTE HOUSE RD  
YUBA CITY, CA 95993-2701

Statement Date: 07/31/2018  
Account: 100020439  
Contact: Katy Blakemore  
Phone: 530-790-2664

RECEIVED

AUG 20 2018

RHA

**ACCOUNT ANALYSIS STATEMENT**

FOR THE PERIOD 07/01/18 THROUGH 07/31/18

1-TCBK-LTTR-01 180815  
001-001-001346 000013160

BALANCE COMPUTATION		ACCOUNT POSITION	
Average Daily Book Balance	8,261.70	Earnings Credit ( 0.30 %)	1.89
Less Average Daily Float	0.00	Analyzed Charges	28.50
Average Daily Collected Balance	8,261.70	Analyzed Charges Due After Credit	26.61
Less Reserve Requirement	826.17	<b>TOTAL FEES DEBITED</b>	<b>26.61</b>
Balance to Support Services	7,435.53		

ACTIVITY DETAIL				
SERVICES RENDERED IN PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
<b>Account Services</b>				
Monthly Maintenance	1	15.0000	.15.00	58,871
<b>Subtotal Account Services</b>			<b>15.00</b>	<b>58,871</b>
<b>Depository &amp; Vault Services</b>				
Checks Deposited	34	0.1000	3.40	13,344
Service Charge Debits	20	0.1300	2.60	10,204
Service Charge Credits	6	1.2500	7.50	29,435
<b>Subtotal Dep. &amp; Vault Services</b>			<b>13.50</b>	<b>52,984</b>

SERVICE SUMMARY		
Total Activity Charges	28.50	111,855
Total Charges Listed Before Credit	28.50	111,855
Analyzed Charge Subtotal	28.50	111,855

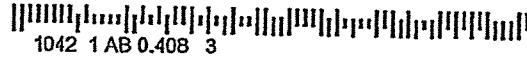
\$3,924.73 in collected balance will offset \$1.00 of charges.

ACCOUNT HISTORY							
MM/YY	Average Ledger Balance	Balance Supporting Services	Service Balance Required	Excess/Deficit Balance	Earnings Allowance	Analyzed Charges	Ttl Fees Due This Statment
04/18	31,914	28,722	112,866	(84,144)	7	28	21
05/18	31,984	28,785	117,546	(88,760)	7	30	23
06/18	29,101	26,191	115,583	(89,393)	6	29	22
07/18	8,262	7,436	111,855	(104,419)	2	29	27
YTD	25,315	22,784	114,462	(91,679)	23	115	92
Last 12	25,315	22,784	114,462	(91,679)	23	115	92



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**REGIONAL HOUSING AUTHORITY  
CENTRAL OFFICE  
1455 BUTTE HOUSE RD  
YUBA CITY, CA 95993-2701**

**RECEIVED**

**JUL 23 2018**

**RHA**

Statement Date: 06/30/2018  
Relationship Number: F1039  
Contact: Katy Blakemore  
Phone: 530-790-2664  
Lead Account 100016035

**FAMILY PARENT ANALYSIS STATEMENT**

FOR THE PERIOD 06/01/18 THROUGH 06/30/18

Welcome to your new Account Analysis statement. We are always trying to improve the banking services we provide, and hope the fresher, easier to use presentation helps you to better monitor your Treasury Management Services. If you have any questions, please contact us.

BALANCE COMPUTATION		ACCOUNT POSITION	
Average Daily Book Balance	605,897.49	Earnings Credit ( 0.45 %)	201.69
Less Average Daily Float	0.00	Analyzed Charges	288.14
Average Daily Collected Balance	605,897.49	Analyzed Charges Due After Credit	86.45
Less Reserve Requirement	60,589.75	<b>TOTAL FEES DEBITED 100016035</b>	<b>86.45</b>
Balance to Support Services	545,307.74		

Accounts included in the Family: Relationship Account Summary

RELATIONSHIP ACCOUNT SUMMARY						
Account Number	Average Ledger Balance	Average Available Balance	Earned Credit	Activity Charge	Analysis Position	
100016035	361,979.63	361,979.63	93.72	232.75	-139.03	
100016084	243,917.86	243,917.86	63.15	55.39	7.76	
<b># of Accts 2</b>	<b>605,897.49</b>	<b>605,897.49</b>	<b>201.69</b>	<b>288.14</b>	<b>-86.45</b>	

1-TCBK-I-TR-01 180718  
001-003-00 1042 000012035

ACTIVITY DETAIL				
SERVICES RENDERED IN PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
<b>Account Services</b>				
Monthly Maintenance	2	15.0000	30.00	81,111
<b>Subtotal Account Services</b>			<b>30.00</b>	<b>81,111</b>
<b>Depository &amp; Vault Services</b>				
Checks Deposited	740	0.1000	74.00	200,074
Service Charge Debits	378	0.1300	49.14	132,860
Service Charge Credits	28	1.2500	35.00	94,630
Returned Items	2	10.0000	20.00	54,074
<b>Subtotal Dep. &amp; Vault Services</b>			<b>178.14</b>	<b>481,638</b>
<b>Remote Deposit Services</b>				
Remote Deposit Capture	1	25.0000	25.00 W	
RDC Additional Account	2	5.0000	10.00 W	
<b>Subtotal Remote Deposit Services</b>			<b>0.00</b>	<b>0</b>
<b>ACH Services</b>				
ACH Credit Origination Module	1	25.0000	25.00 W	
ACH Additional Account	1	5.0000	5.00 W	
<b>Subtotal ACH Services</b>			<b>0.00</b>	<b>0</b>
<b>Fraud Prevention Services</b>				
Payee Positive Pay	1	60.0000	60.00	162,222
Payee Positive Pay	1	60.0000	60.00 W	
ACH Positive Pay	1	20.0000	20.00	54,074
ACH Positive Pay	1	20.0000	20.00 W	
<b>Subtotal Fraud Prevention Service</b>			<b>80.00</b>	<b>216,296</b>

SERVICE SUMMARY		
Total Activity Charges		779,045
Total Charges Listed Before Credit	288.14	779,045
Analyzed Charge Subtotal	288.14	779,045
Waived Charges (code W)	145.00	

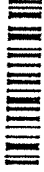
\$2,703.70 in collected balance will offset \$1.00 of charges.

ACCOUNT HISTORY							
MM/YY	Average Ledger Balance	Balance Supporting Services	Service Balance Required	Excess/Deficit Balance	Earnings Allowance	Analyzed Charges	Ttl Fees Due This Statment
04/18	392,534	353,281	881,180	(527,899)	102	253	152
05/18	521,927	469,734	947,385	(477,651)	140	282	142
06/18	605,897	545,308	779,045	(233,737)	202	288	86
YTD	506,786	456,108	869,203	(413,096)	443	823	380
Last 12	506,786	456,108	869,203	(413,096)	443	823	380

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1-TCBK-LTTR-01 180718  
002-003-001042 000012035

REGIONAL HOUSING AUTHORITY  
CENTRAL OFFICE  
1455 BUTTE HOUSE RD  
YUBA CITY, CA 95993-2701

Statement Date: 06/30/2018  
Account: 100016035  
Lead Account F1039  
Contact: Kaly Blakemore  
Phone: 530-790-2664

**SUBSIDIARY ACCOUNT ANALYSIS STATEMENT**

FOR THE PERIOD 06/01/18 THROUGH 06/30/18

Welcome to your new Account Analysis statement. We are always trying to improve the banking services we provide, and hope the fresher, easier to use presentation helps you to better monitor your Treasury Management Services. If you have any questions, please contact us.

BALANCE COMPUTATION		ACCOUNT POSITION	
Average Daily Book Balance	361,979.63	Earnings Credit ( 0.35 %)	93.72
Less Average Daily Float	0.00	Analyzed Charges	232.75
Average Daily Collected Balance	361,979.63	Analyzed Charges Due After Credit	139.03
Less Reserve Requirement	36,197.96		
Balance to Support Services	325,781.67	<b>FEES PASSED TO THE PARENT ACCOUNT</b>	<b>139.03</b>

1039 is the Relationship Parent Account Number

ACTIVITY DETAIL				
SERVICES RENDERED IN PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
<b>Account Services</b>				
Monthly Maintenance	1	15.0000	15.00	52,143
<b>Subtotal Account Services</b>			<b>15.00</b>	<b>52,143</b>
<b>Depository &amp; Vault Services</b>				
Checks Deposited	721	0.1000	72.10	250,633
Service Charge Debits	255	0.1300	33.15	115,236
Service Charge Credits	18	1.2500	22.50	78,214
Returned Items	1	10.0000	10.00	34,762
<b>Subtotal Dep. &amp; Vault Services</b>			<b>137.75</b>	<b>478,845</b>
<b>Remote Deposit Services</b>				
Remote Deposit Capture	1	25.0000	25.00 W	
RDC Additional Account	2	5.0000	10.00 W	
<b>Subtotal Remote Deposit Services</b>			<b>0.00</b>	<b>0</b>
<b>ACH Services</b>				
ACH Credit Origination Module	1	25.0000	25.00 W	
ACH Additional Account	1	5.0000	5.00 W	
<b>Subtotal ACH Services</b>			<b>0.00</b>	<b>0</b>
<b>Fraud Prevention Services</b>				
Payee Positive Pay	1	60.0000	60.00	208,571
ACH Positive Pay	1	20.0000	20.00	69,524
<b>Subtotal Fraud Prevention Service</b>			<b>80.00</b>	<b>278,095</b>

SERVICE SUMMARY			
Total Activity Charges		232.75	809,083
Total Charges Listed Before Credit		232.75	809,083
Analyzed Charge Subtotal		232.75	809,083
Waived Charges (code W)		65.00	

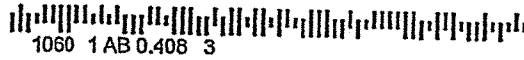
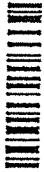
\$3,476.19 in collected balance will offset \$1.00 of charges.

ACCOUNT HISTORY							
MM/YY	Average Ledger Balance	Balance Supporting Services	Service Balance Required	Excess/Deficit Balance	Earnings Allowance	Analyzed Charges	Ttl Fees Due This Statement
04/18	224,312	201,881	714,253	(512,372)	58	205	147
05/18	313,735	282,361	772,791	(490,430)	84	230	146
06/18	361,980	325,782	809,083	(483,302)	94	233	139
YTD	300,009	270,008	765,376	(495,368)	236	668	432
Last 12	300,009	270,008	765,376	(495,368)	236	668	432

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REGIONAL HOUSING AUTHORITY  
CENTRAL OFFICE  
1455 BUTTE HOUSE RD  
YUBA CITY, CA 95993-2701

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**JUN 28 2018**

**RHA**

Statement Date: 05/31/2018  
Relationship Number: F1039  
Contact: Kaly Blakemore  
Phone: 530-790-2664  
Lead Account 100Q16035

**FAMILY PARENT ANALYSIS STATEMENT**

FOR THE PERIOD 05/01/18 THROUGH 05/31/18

Welcome to your new Account Analysis statement. We are always trying to improve the banking services we provide, and hope the fresher, easier to use presentation helps you to better monitor your Treasury Management Services. If you have any questions, please contact us.

BALANCE COMPUTATION		ACCOUNT POSITION	
Average Daily Book Balance	521,927.02	Earnings Credit ( 0.35 %)	139.63
Less Average Daily Float	0.00	Analyzed Charges	281.62
Average Daily Collected Balance	521,927.02	Analyzed Charges Due After Credit	141.99
Less Reserve Requirement	52,192.70		
Balance to Support Services	469,734.32	<b>TOTAL FEES DEBITED 100016035</b>	<b>141.99</b>

Accounts included in the Family: Relationship Account Summary

RELATIONSHIP ACCOUNT SUMMARY					
Account Number	Average Ledger Balance	Average Available Balance	Earned Credit	Activity Charge	Analysis Position
100016035	313,734.64	313,734.64	83.93	229.72	-145.79
100016084	208,192.37	208,192.37	55.70	51.90	3.80
<b># of Accts 2</b>	<b>521,927.02</b>	<b>521,927.02</b>	<b>139.63</b>	<b>281.62</b>	<b>-141.99</b>

1-TCBK-LTTR-01 180620  
001-003-001060 000011054

ACTIVITY DETAIL				
SERVICES RENDERED IN PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
<b>Account Services</b>				
Monthly Maintenance	2	15.0000	30.00	100,922
<b>Subtotal Account Services</b>			<b>30.00</b>	<b>100,922</b>
<b>Depository &amp; Vault Services</b>				
Checks Deposited	736	0.1000	73.60	247,594
Service Charge Debits	379	0.1300	49.27	165,747
Service Charge Credits	31	1.2500	38.75	130,357
Returned Items	1	10.0000	10.00	33,641
<b>Subtotal Dep. &amp; Vault Services</b>			<b>171.62</b>	<b>577,339</b>
<b>Remote Deposit Services</b>				
Remote Deposit Capture	1	25.0000	25.00 W	
RDC Additional Account	2	5.0000	10.00 W	
<b>Subtotal Remote Deposit Services</b>			<b>0.00</b>	<b>0</b>
<b>ACH Services</b>				
ACH Credit Origination Module	1	25.0000	25.00 W	
ACH Additional Account	1	5.0000	5.00 W	
<b>Subtotal ACH Services</b>			<b>0.00</b>	<b>0</b>
<b>Fraud Prevention Services</b>				
Payee Positive Pay	1	60.0000	60.00	201,843
Payee Positive Pay	1	60.0000	60.00 W	
ACH Positive Pay	1	20.0000	20.00	67,281
ACH Positive Pay	1	20.0000	20.00 W	
<b>Subtotal Fraud Prevention Service</b>			<b>80.00</b>	<b>269,124</b>

SERVICE SUMMARY			
Total Activity Charges		281.62	947,385
Total Charges Listed Before Credit		281.62	947,385
Analyzed Charge Subtotal		281.62	947,385
Waived Charges (code W)		145.00	

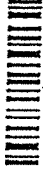
\$3,364.06 in collected balance will offset \$1.00 of charges.

ACCOUNT HISTORY							
MM/YY	Average Ledger Balance	Balance Supporting Services	Service Balance Required	Excess/Deficit Balance	Earnings Allowance	Analyzed Charges	Ttl Fees Due This Statment
04/18	392,534	353,281	881,180	(527,899)	102	253	152
05/18	521,927	469,734	947,385	(477,651)	140	282	142
YTD	457,231	411,508	914,282	(502,775)	241	535	294
Last 12	457,231	411,508	914,282	(502,775)	241	535	294

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1-TCBK-LTTR-01 180620  
002-003-001060 000011054

REGIONAL HOUSING AUTHORITY  
CENTRAL OFFICE  
1455 BUTTE HOUSE RD  
YUBA CITY, CA 95993-2701

Statement Date: 05/31/2018  
Account: 100016035  
Lead Account: F1039  
Contact: Katy Blakemore  
Phone: 530-790-2664

**SUBSIDIARY ACCOUNT ANALYSIS STATEMENT**

FOR THE PERIOD 05/01/18 THROUGH 05/31/18

Welcome to your new Account Analysis statement. We are always trying to improve the banking services we provide, and hope the fresher, easier to use presentation helps you to better monitor your Treasury Management Services. If you have any questions, please contact us.

BALANCE COMPUTATION		ACCOUNT POSITION	
Average Daily Book Balance	313,734.64	Earnings Credit ( 0.35 %)	83.93
Less Average Daily Float	0.00	Analyzed Charges	229.72
Average Daily Collected Balance	313,734.64	Analyzed Charges Due After Credit	145.79
Less Reserve Requirement	31,373.46		
Balance to Support Services	282,361.18	<b>FEES PASSED TO THE PARENT ACCOUNT</b>	<b>145.79</b>

1039 is the Relationship Parent Account Number

ACTIVITY DETAIL				
SERVICES RENDERED IN PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
<b>Account Services</b>				
Monthly Maintenance	1	15.0000	15.00	50,461
<b>Subtotal Account Services</b>			<b>15.00</b>	<b>50,461</b>
<b>Depository &amp; Vault Services</b>				
Checks Deposited	711	0.1000	71.10	239,184
Service Charge Debits	249	0.1300	32.37	108,894
Service Charge Credits	17	1.2500	21.25	71,486
Returned Items	1	10.0000	10.00	33,641
<b>Subtotal Dep. &amp; Vault Services</b>			<b>134.72</b>	<b>453,206</b>
<b>Remote Deposit Services</b>				
Remote Deposit Capture	1	25.0000	25.00 W	
RDC Additional Account	2	5.0000	10.00 W	
<b>Subtotal Remote Deposit Services</b>			<b>0.00</b>	<b>0</b>
<b>ACH Services</b>				
ACH Credit Origination Module	1	25.0000	25.00 W	
ACH Additional Account	1	5.0000	5.00 W	
<b>Subtotal ACH Services</b>			<b>0.00</b>	<b>0</b>
<b>Fraud Prevention Services</b>				
Payee Positive Pay	1	60.0000	60.00	201,843
ACH Positive Pay	1	20.0000	20.00	67,281
<b>Subtotal Fraud Prevention Service</b>			<b>80.00</b>	<b>269,124</b>

SERVICE SUMMARY		
Total Activity Charges		772,791
Total Charges Listed Before Credit	229.72	772,791
Analyzed Charge Subtotal	229.72	772,791
Waived Charges (code W)	65.00	

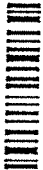
\$3,364.06 in collected balance will offset \$1.00 of charges.

ACCOUNT HISTORY							
MM/YY	Average Ledger Balance	Balance Supporting Services	Service Balance Required	Excess/Deficit Balance	Earnings Allowance	Analyzed Charges	Ttl Fees Due This Statement
04/18	224,312	201,881	714,253	(512,372)	58	205	147
05/18	313,735	282,361	772,791	(490,430)	84	230	146
YTD	269,023	242,121	743,522	(501,401)	142	435	293
Last 12	269,023	242,121	743,522	(501,401)	142	435	293



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1-TCBK-LTTR-01 180620  
 003-003-001060 000017054

REGIONAL HOUSING AUTHORITY  
 CHECKING HCV  
 1455 BUTTE HOUSE RD  
 YUBA CITY, CA 95993-2701

Statement Date: 05/31/2018  
 Account 100016084  
 Lead Account F1039  
 Contact: Kaly Blakemore  
 Phone: 530-790-2664

**SUBSIDIARY ACCOUNT ANALYSIS STATEMENT**

FOR THE PERIOD 05/01/18 THROUGH 05/31/18

Welcome to your new Account Analysis statement. We are always trying to improve the banking services we provide, and hope the fresher, easier to use presentation helps you to better monitor your Treasury Management Services. If you have any questions, please contact us.

BALANCE COMPUTATION		ACCOUNT POSITION	
Average Daily Book Balance	208,192.37	Earnings Credit ( 0.35 %)	55.70
Less Average Daily Float	0.00	Analyzed Charges	51.90
Average Daily Collected Balance	208,192.37	Analyzed Charges Due After Credit	0.00
Less Reserve Requirement	20,819.24	<b>TOTAL FEES DEBITED</b>	<b>0.00</b>
Balance to Support Services	187,373.13		

1039 is the Relationship Parent Account Number

ACTIVITY DETAIL				
SERVICES RENDERED IN PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
<b>Account Services</b>				
Monthly Maintenance	1	15.0000	15.00	50,461
<b>Subtotal Account Services</b>			<b>15.00</b>	<b>50,461</b>
<b>Depository &amp; Vault Services</b>				
Checks Deposited	25	0.1000	2.50	8,410
Service Charge Debits	130	0.1300	16.90	56,853
Service Charge Credits	14	1.2500	17.50	58,871
<b>Subtotal Dep. &amp; Vault Services</b>			<b>36.90</b>	<b>124,134</b>
<b>Fraud Prevention Services</b>				
Payee Positive Pay	1	60.0000	60.00 W	
ACH Positive Pay	1	20.0000	20.00 W	
<b>Subtotal Fraud Prevention Service</b>			<b>0.00</b>	<b>0</b>

SERVICE SUMMARY		
Total Activity Charges	51.90	174,594
Total Charges Listed Before Credit	51.90	174,594
Analyzed Charge Subtotal	51.90	174,594
Waived Charges (code W)	80.00	

\$3,364.06 in collected balance will offset \$1.00 of charges.

ACCOUNT HISTORY							
MM/YY	Average Ledger Balance	Balance Supporting Services	Service Balance Required	Excess/Deficit Balance	Earnings Allowance	Analyzed Charges	Ttl Fees Due This Statment
04/18	168,222	151,400	166,927	(15,527)	44	48	4
05/18	208,192	187,373	174,594	12,779	56	52	0
YTD	188,207	169,386	170,761	(1,374)	99	100	4
Last 12	188,207	169,386	170,761	(1,374)	99	100	4

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**SUTTER COMMUNITY AFFORDABLE HOUSING**  
1455 BUTTE HOUSE RD  
YUBA CITY, CA 95993-2701

**RECEIVED**

**JUN 28 2018**

**RHA**

Statement Date: 05/31/2018  
Account: 100020439  
Contact: Kaly Blakemore  
Phone: 530-790-2664

**ACCOUNT ANALYSIS STATEMENT**

FOR THE PERIOD 05/01/18 THROUGH 05/31/18

1-TCBK-LTTR-01 180620  
007-001-001050 060011054

Welcome to your new Account Analysis statement. We are always trying to improve the banking services we provide, and hope the fresher, easier to use presentation helps you to better monitor your Treasury Management Services. If you have any questions, please contact us.

BALANCE COMPUTATION		ACCOUNT POSITION	
Average Daily Book Balance	31,983.83	Earnings Credit ( 0.30 %)	7.33
Less Average Daily Float	0.00	Analyzed Charges	29.95
Average Daily Collected Balance	31,983.83	Analyzed Charges Due After Credit	22.62
Less Reserve Requirement	3,198.38	<b>TOTAL FEES DEBITED</b>	<b>22.62</b>
Balance to Support Services	28,785.45		

ACTIVITY DETAIL				
SERVICES RENDERED IN PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
<b>Account Services</b>				
Monthly Maintenance	1	15.0000	15.00	58,871
<b>Subtotal Account Services</b>			<b>15.00</b>	<b>58,871</b>
<b>Depository &amp; Vault Services</b>				
Checks Deposited	36	0.1000	3.60	14,129
Service Charge Debits	20	0.1300	2.60	10,204
Service Charge Credits	7	1.2500	8.75	34,341
<b>Subtotal Dep. &amp; Vault Services</b>			<b>14.95</b>	<b>58,675</b>

SERVICE SUMMARY		
Total Activity Charges		
Total Charges Listed Before Credit	29.95	117,546
Analyzed Charge Subtotal	29.95	117,546
	29.95	117,546

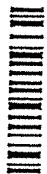
\$3,924.73 in collected balance will offset \$1.00 of charges.

**ACCOUNT HISTORY**

MM/YY	Average Ledger Balance	Balance Supporting Services	Service Balance Required	Excess/ Deficit Balance	Earnings Allowance	Analyzed Charges	Ttl Fees Due This Statment
04/18	31,914	28,722	112,866	(84,144)	7	28	21
05/18	31,984	28,785	117,546	(88,760)	7	30	23
YTD	31,949	28,754	115,206	(86,452)	14	58	43
Last 12	31,949	28,754	115,206	(86,452)	14	58	43

Service With Solutions™  
P.O. Box 909, Chico, CA 95927

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1-TCBK-LTTR-01 180718  
003-003-00 1042 000012035

REGIONAL HOUSING AUTHORITY  
CHECKING HCV  
1455 BUTTE HOUSE RD  
YUBA CITY, CA 95993-2701

Statement Date: 06/30/2018  
Account: 100016084  
Lead Account F1039  
Contact: Katy Blakemore  
Phone: 530-790-2664

**SUBSIDIARY ACCOUNT ANALYSIS STATEMENT**

FOR THE PERIOD 06/01/18 THROUGH 06/30/18

Welcome to your new Account Analysis statement. We are always trying to improve the banking services we provide, and hope the fresher, easier to use presentation helps you to better monitor your Treasury Management Services. If you have any questions, please contact us.

BALANCE COMPUTATION		ACCOUNT POSITION	
Average Daily Book Balance	243,917.86	Earnings Credit ( 0.35 %)	63.15
Less Average Daily Float	0.00	Analyzed Charges	55.39
Average Daily Collected Balance	243,917.86	Analyzed Charges Due After Credit	0.00
Less Reserve Requirement	24,391.79		
Balance to Support Services	219,526.07	<b>TOTAL FEES DEBITED</b>	<b>0.00</b>

1039 is the Relationship Parent Account Number

ACTIVITY DETAIL				
SERVICES RENDERED IN PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
<b>Account Services</b>				
Monthly Maintenance	1	15.0000	15.00	52,143
<b>Subtotal Account Services</b>			<b>15.00</b>	<b>52,143</b>
<b>Depository &amp; Vault Services</b>				
Checks Deposited	19	0.1000	1.90	6,605
Service Charge Debits	123	0.1300	15.99	55,584
Service Charge Credits	10	1.2500	12.50	43,452
Returned Items	1	10.0000	10.00	34,762
<b>Subtotal Dep. &amp; Vault Services</b>			<b>40.39</b>	<b>140,403</b>
<b>Fraud Prevention Services</b>				
Payee Positive Pay	1	60.0000	60.00 W	
ACH Positive Pay	1	20.0000	20.00 W	
<b>Subtotal Fraud Prevention Service</b>			<b>0.00</b>	<b>0</b>

SERVICE SUMMARY			
Total Activity Charges			
Total Charges Listed Before Credit		55.39	192,546
Analyzed Charge Subtotal		55.39	192,546
Waived Charges (code W)		80.00	

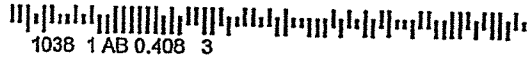
\$3,476.19 in collected balance will offset \$1.00 of charges.

ACCOUNT HISTORY							
MM/YY	Average Ledger Balance	Balance Supporting Services	Service Balance Required	Excess/Deficit Balance	Earnings Allowance	Analyzed Charges	Ttl Fees Due This Statment
04/18	168,222	151,400	166,927	(15,527)	44	48	4
05/18	208,192	187,373	174,594	12,779	56	52	0
06/18	243,918	219,526	192,546	26,980	63	55	0
YTD	206,777	186,100	178,022	8,077	162	155	4
Last 12	206,777	186,100	178,022	8,077	162	155	4

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**SUTTER COMMUNITY AFFORDABLE HOUSING**  
 1455 BUTTE HOUSE RD  
 YUBA CITY, CA 95993-2701

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**JUL 23 2018**

**RHA**

Statement Date: 06/30/2018

Account: 100020439

Contact: Katy Blakemore

Phone: 530-790-2664

**ACCOUNT ANALYSIS STATEMENT**

FOR THE PERIOD 06/01/18 THROUGH 06/30/18

1-TCBK-LTTR-01 180718  
001-001-001088 000012035

Welcome to your new Account Analysis statement. We are always trying to improve the banking services we provide, and hope the fresher, easier to use presentation helps you to better monitor your Treasury Management Services. If you have any questions, please contact us.

BALANCE COMPUTATION		ACCOUNT POSITION	
Average Daily Book Balance	29,100.92	Earnings Credit ( 0.30 %)	6.46
Less Average Daily Float	0.00	Analyzed Charges	28.50
Average Daily Collected Balance	29,100.92	Analyzed Charges Due After Credit	22.04
Less Reserve Requirement	2,910.09	<b>TOTAL FEES DEBITED</b>	<b>22.04</b>
Balance to Support Services	26,190.83		

ACTIVITY DETAIL				
SERVICES RENDERED IN PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGE	BALANCE REQUIRED
<b>Account Services</b>				
Monthly Maintenance	1	15.0000	15.00	60,833
<b>Subtotal Account Services</b>			<b>15.00</b>	<b>60,833</b>
<b>Depository &amp; Vault Services</b>				
Checks Deposited	34	0.1000	3.40	13,789
Service Charge Debits	20	0.1300	2.60	10,544
Service Charge Credits	6	1.2500	7.50	30,417
<b>Subtotal Dep. &amp; Vault Services</b>			<b>13.50</b>	<b>54,750</b>

SERVICE SUMMARY		
Total Activity Charges		28.50
Total Charges Listed Before Credit		28.50
Analyzed Charge Subtotal		28.50
		<b>115,583</b>
		<b>115,583</b>
		<b>115,583</b>

\$4,055.56 in collected balance will offset \$1.00 of charges.

ACCOUNT HISTORY							
MM/YY	Average Ledger Balance	Balance Supporting Services	Service Balance Required	Excess/ Deficit Balance	Earnings Allowance	Analyzed Charges	Ttl Fees Due This Statment
04/18	31,914	28,722	112,866	(84,144)	7	28	21
05/18	31,984	28,785	117,546	(88,760)	7	30	23
06/18	29,101	26,191	115,583	(89,393)	6	29	22
YTD	31,000	27,900	115,332	(87,432)	21	86	65
Last 12	31,000	27,900	115,332	(87,432)	21	86	65



Account Number 100020439  
 Statement Date 4-30-18  
 From: 4-01-18 To: 4-30-18  
 Days Analyzed: 030 Page 1

Account Number 10002043

TCAA 180501-01100-0001



001100 0.4450 AB 0.408 TRO0003  
 SUTTER COMMUNITY AFFORDABLE HOUSING  
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 YUBA CITY, CA 95993-2701

Lead Account: 100020439

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\*-----Analysis Summary-----\*

Average Daily Book Balance	31,913.78
Reserve Requirement	3,191.37
Investable Balance	28,722.41
Earnings Credit	7.08

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\*-----Settlement Summary-----\*

Net Earnings Credit	7.08
Analyzed Services	27.83
Analysis Charge	20.75
Balance Required to Cover Analysis Charge	93,503.08

\*-----Rate Summary-----\*

Earnings Credit	Reserve Requirement	Borrowed Funds Book / Collected	FDIC Assessment
.300	10.000		

\*-----Analyzed Services-----\*

Description of Services Rendered	Unit Value	Unit Price	Units Used	#No Chg	Total Price	Balance Equivalent
Maintenance Fee		15.00	1		15.00	67,592
Debits Processed		.130	26		3.38	15,230
Credits Processed		1.250	5		6.25	28,163
On Us Items Fee		.100	2		.20	901
Foreign Item Fee 1		.100	30		3.00	13,518
<b>Total Analyzed Services</b>					<b>27.83</b>	
<b>Total Balance Equivalent for Balance Based Fees</b>						<b>125,406</b>

\*-----Trend Analysis-----\*

Date	Average Book Balance	Investable Balance	Earn Credit Rate	Analyzed /Direct Services	Net Excess /Deficient Balance	Net Earn /Analysis Charge
4/30	31913	28722	.300	27	93503-	20.75-
3/31	35752	32177	.300	32	105139-	24.11-
2/28	38005	34204	.300	30	108341-	22.44-
1/31	44525	40072	.300	29	82462-	18.91-
12/31	45482	40934	.300	26	71866-	16.48-
11/30	42896	38606	.300	27	80840-	17.94-
10/31	44540	40086	.300	29	84294-	19.33-
9/30	44138	39724	.300	28	83769-	18.59-
8/31	39412	35471	.300	32	102697-	23.55-
7/31	39817	35835	.300	30	95065-	21.80-
6/30	62267	56041	.300	29	68854-	15.28-



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Account Number 100020439  
Statement Date 4-30-18  
From: 4-01-18 To: 4-30-18  
Days Analyzed: 030

Page 2

Account Number 100020439

TCAA 180501-01100-0001

SUTTER COMMUNITY AFFORDABLE HOUSING

5/31	69376	62438	.300	31	69118-	15.85-
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Account Number 100016035  
Statement Date 4-30-18  
From: 4-01-18 To: 4-30-18  
Days Analyzed: 030

Page 2

Account Number 100016035

TCAA 180501-01099-0001

REGIONAL HOUSING AUTHORITY  
CENTRAL OFFICE

\*-----Trend Analysis-----\*

Date	Average Book Balance	Investable Balance	Earn Credit Rate	Analyzed /Direct Services	Net Excess /Deficient Balance	Net Earn /Analysis Charge
4/30	392534	353280	.350	253	586587-	151.87-
3/31	369473	332526	.350	178	298728-	79.92-
2/28	408807	367926	.350	260	667801-	161.37-
1/31	486366	437729	.350	229	372699-	99.71-
12/31	448443	403599	.350	249	485545-	129.90-
11/30	416576	374918	.350	257	579171-	149.95-
10/31	311984	280785	.350	289	770854-	206.23-
9/30	352616	317354	.350	299	802613-	207.80-
8/31	63000	56700	.300	336	1404879-	322.16-
7/31	77718	69946	.300	275	1123040-	257.53-
6/30	81439	73295	.300	284	1200940-	266.51-
5/31	144990	130491	.350	455	1817150-	416.70-

Account Number 100020439  
Statement Date 3-31-18  
From: 3-01-18 To: 3-31-18  
Days Analyzed: 031

Page 1

Account Number 1000204

TCAA 180531-01103-0001



001103 0.4450 AB 0.408 TRO0003  
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Lead Account: 100020439

\*-----Analysis Summary-----\*

Average Daily Book Balance		
Reserve Requirement	(	35,752.52
Investable Balance		3,575.25 )
		32,177.27
Earnings Credit		8.19

\*-----Settlement Summary-----\*

Net Earnings Credit		8.19
Analyzed Services	(	32.30 )
Analysis Charge		24.11
Balance Required to Cover Analysis Charge		105,139.18

\*-----Rate Summary-----\*

Earnings Credit	Reserve Requirement	Borrowed Funds Book / Collected	FDIC Assessment
.300	10.000		

\*-----Analyzed Services-----\*

Description of Services Rendered	Unit Value	Unit Price	Units Used	#No Chg	Total Price	Balance Equivalent
Maintenance Fee		15.00	1		15.00	65,412
Debits Processed		.130	30		3.90	17,007
Credits Processed		1.250	8		10.00	43,608
On Us Items Fee		.100	2		.20	872
Foreign Item Fee 1		.100	32		3.20	13,954
<b>Total Analyzed Services</b>					<b>32.30</b>	
<b>Total Balance Equivalent for Balance Based Fees</b>						<b>140,854</b>

\*-----Trend Analysis-----\*

Date	Average Book Balance	Investable Balance	Earn Credit Rate	Analyzed /Direct Services	Net Excess /Deficient Balance	Net Earn /Analysis Charge
3/31	35752	32177	.300			
2/28	38005	34204	.300	32	105139-	24.11-
1/31	44525	40072	.300	30	108341-	22.44-
12/31	45482	40934	.300	29	82462-	18.91-
11/30	42896	38606	.300	26	71866-	16.48-
10/31	44540	40086	.300	27	80840-	17.94-
9/30	44138	39724	.300	29	84294-	19.33-
8/31	39412	35471	.300	28	83769-	18.59-
7/31	39817	35835	.300	32	102697-	23.55-
6/30	62267	56041	.300	30	95065-	21.80-
5/31	69376	62438	.300	29	68854-	15.28-
				31	69118-	15.85-

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95993

Account Number 100020439  
Statement Date 3-31-18  
From: 3-01-18 To: 3-31-18  
Days Analyzed: 031

Page 2

Account Number 100020439

TCAA 180331-01103-0001

SUTTER COMMUNITY AFFORDABLE HOUSING

4/30	68198	61378	.300	28	61914-	13.74-
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Account Number 100016035  
Statement Date 3-31-18  
From: 3-01-18 To: 3-31-18  
Days Analyzed: 031 Page 1

Account Number 100016035

TCAA 180331-01102-0001



001102 0.4450 AB 0.408 TR00003  
REGIONAL HOUSING AUTHORITY  
CENTRAL OFFICE  
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YUBA CITY, CA 95993-2701

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Lead Account: 100016035  
Combined Accounts: 0100016035 0100016084

**\*-----Analysis Summary-----\***

Average Daily Book Balance		369,473.76
Reserve Requirement	(	36,947.37 )
Investable Balance		332,526.39
Earnings Credit		98.84

**\*-----Settlement Summary-----\***

Net Earnings Credit		98.84
Analyzed Services	(	178.76 )
Analysis Charge		79.92
Balance Required to Cover Analysis Charge		298,728.10
Total Charge to Account 100016035		79.92

**\*-----Rate Summary-----\***

Earnings Credit	Reserve Requirement	Borrowed Funds Book / Collected	FDIC Assessment
.350	10.000		

**\*-----Analyzed Services-----\***

Description of Services Rendered	Unit Value	Unit Price	Units Used	#No Chg	Total Price	Balance Equivalent
Maintenance Fee		15.00	2		30.00	112,135
Debits Processed		.130	382		49.66	185,621
Credits Processed		1.250	28		35.00	130,824
On Us Items Fee		.100	35		3.50	13,082
Foreign Item Fee 1		.100	606		60.60	226,513
REMOTE DEPOSIT CAPTURE					.00	
ACH CREDIT ORIGINATION MOD					.00	
RDC ADDL ACCT					.00	
RDC ADDL ACCT					.00	
ACH ADDL ACCT					.00	

Total Analyzed Services 178.76  
Total Balance Equivalent for Balance Based Fees 668,176

**\*-----Trend Analysis-----\***

Date	Average Book Balance	Investable Balance	Earn Credit Rate	Analyzed /Direct Services	Net Excess /Deficient Balance	Net Earn /Analysis Charge
3/31	369473	332526	.350	178	298728-	79.92-