



Regional Housing Authority of Sutter and Nevada Counties

1455 Butte House Road, Yuba City, CA 95993
Phone: (530) 671-0220, Toll Free: (888) 671-0220
TTY: (866) 735-2929 Fax: (530) 673-0775
Website: www.rhasnc.org


May 28, 2014

TO: Chairperson Diane Hodges
Commissioner Martha Griese
Commissioner Stan Cleveland Jr.
Commissioner Charles Epp
Commissioner Terry Lamphier
Commissioner Tej Maan
Commissioner Suzanne Gallaty
Commissioner Brian Foss

Sutter County Board of Supervisors
Nevada County Board of Supervisors
Colusa County Board of Supervisors
City Council, Live Oak
City Council, Yuba City
Appeal-Democrat
Duane Oliveira, Legal Counsel
SCEA
Terrel Locke, City of Yuba City
Aaron Busch, City of Yuba City
The Union
Melody Lane

**NOTICE OF REGULAR MEETING
June 4, 2014**

You are hereby notified that the Commissioners of the Regional Housing Authority of Sutter and Nevada Counties are called to meet in Regular Session at **12:15 PM on Wednesday, June 4, 2014 at River City Manor, 655 Joann Way, Yuba City, CA 95993.**


Linda J. Nichols
Executive Director

AGENDA
REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF
REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES
River City Manor, 655 Joann Way, Yuba City, CA 95993
June 4, 2014, 12:15 PM

- A. CALL TO ORDER: ROLL CALL

- B. PUBLIC PARTICIPATION: Members of the public shall be provided with an opportunity to address the Board on items of interest that are within the subject matter jurisdiction of the Board. Any member of the audience who may wish to bring something before the Board that is not on the agenda may do so at this time; however, State law provides that no action may be taken on any item not appearing on the posted Agenda.

- C. AWARDS AND PRESENTATIONS: None

- D. EXECUTIVE SESSION: May be held under California Government Code regarding pending and/or anticipated litigation, property acquisition, and/or personnel issues.

- E. CONSENT CALENDAR: All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time that the Board votes on the motion, unless members of the Board request specific items to be discussed or removed from the Consent Calendar for individual action.
 - 1. Approval of Minutes – March 19, 2014 pg. 1

 - 2. Approval of Minutes – April 19, 2014 pg. 5

 - 3. Approval of Minutes – May 7, 2014 pg. 8

- F. OLD BUSINESS: Discussion/Possible Action: None

- G. NEW BUSINESS: Discussion/Possible Action:
 - 4. Approval to enter into a Land Dedication Agreement for Kristen Apartments pg. 10

 - 5. Approval to enter into an Agreement with Yuba County for Administration of HUD/HCD Programs pg. 25

 - 6. Approval to enter into an Agreement with Williams for Administration of Programs pg. 50

7. Resolution 14-1331, Kingwood Commons Collection Loss Write-Off pg. 81
- 8 Resolution 14-1332, Mental Health-Teesdale Collection Loss Write-Off pg. 83
9. Resolution 14-1333, Public Housing Collection Loss Write-Off pg. 85
10. Resolution 14-1334, Rural Development Collection Loss Write-Off pg. 87
11. Resolution 14-1335 – PHA Certification of Compliance with PHA Plans and Related Regulations pg. 89
12. Resolution 14-1336 – Civil Rights Certification pg. 91
13. Resolution 14-1337 – Approval of Flat Rate Rents for Low Income Public Housing pg. 92

H. ADMINISTRATIVE REPORT:

14. Maintenance Update pg. 94
15. Occupancy/Eligibility Update pg. 95
16. Administrative Update

I. HOUSING COMMISSIONERS' COMMENTS:

J. NEXT MEETING:

K. ADJOURNMENT:

REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES

Minutes

Regular Board Meeting

March 19, 2014

ITEM NO. A - CALL TO ORDER:

Chairperson Diane Hodges called the meeting to order at Maple Park, 2340 Gum Street, Live Oak, CA 95953.

ITEM NO. A - ROLL CALL:

Chairperson Diane Hodges, Commissioners Charles Epp, Stanley Cleveland Jr., Martha Griese, Tej Maan, Suzanne Gallaty and Brian Foss were present. Commissioner Terry Lamphier was absent. Legal Council Duane Oliveira was also present.

ITEM NO. B. – PUBLIC PARTICIPATION: None

ITEM NO. C. - AWARDS AND PRESENTATIONS: None

ITEM NO. D.1. – CLOSED SESSION: PURSUANT TO SECTION 54957.6 OF THE CALIFORNIA GOVERNMENT CODE: CONFERENCE WITH LABOR NEGOTIATOR, AGENCY NEGOTIATOR: PATRICK CLARK:

Chairperson Hodges reported there was no action taken.

ITEM NO. D.2. – CLOSED SESSION: PURSUANT TO SECTION 54957 OF THE CALIFORNIA GOVERNMENT CODE: PUBLIC EMPLOYEE PERFORMANCE EVALUATION: SUPERVISING MAINTENANCE MECHANIC, MAINTENANCE MECHANIC II, MAINTENANCE MECHANIC I, MAINTENANCE WORKER, LEAD GROUNDSKEEPER, LABORER, ACCOUNTING ASSISTANT, ACCOUNT CLERK, HOUSING SERVICES PROGRAMS SPECIALIST, ELIGIBILITY SPECIALIST, ELIGIBILITY CLERK, HOUSING INSPECTOR, PROGRAM ASSISTANT, FAMILY SELF SUFFICIENCY COORDINATOR, APARTMENT MANAGER, RECEPTIONIST/CASHIER, SENIOR DEVELOPMENT & REHAB SPECIALIST, DEVELOPMENT & REHAB SPECIALIST, HOUSING ANALYST:

Chairperson Hodges reported there was no action taken.

ITEM NO. D.3. – CLOSED SESSION: PURSUANT TO SECTION 54956.8 OF THE CALIFORNIA GOVERNMENT CODE: CONFERENCE WITH REAL PROPERTY NEGOTIATORS, PROPERTY: BURTON COURT, 1229 SICARD STREET, MARYSVILLE, CA 95901, AGENCY NEGOTIATOR: LINDA NICHOLS, GUSTAVO BECERRA AND BILL MEAGHER, NEGOTIATING PARTIES: LINDA NICHOLS, GUSTAVO BECERRA AND BILL MEAGHER, UNDER NEGOTIATION: POSSIBLE ACQUISITION OF PROPERTY (INCLUDES INSTRUCTIONS TO NEGOTIATOR REGARDING PRICE AND TERMS OF PAYMENT:

Chairperson Hodges reported there was no action taken.

ITEM NO. E. - CONSENT CALENDAR:

Commissioner Maan made a motion to approve the Consent Calendar as submitted. Commissioner Griese made the second. All were in favor by voice vote.

ITEM NO. F. – OLD BUSINESS: None

ITEM NO. G.4. – VOTE ON ORGANIZATIONAL CHART:

Chairperson Hodges said this item was being pulled and will be revisited once HUD releases their final rule.

ITEM NO. G.5. – RESOLUTION 14-1324, PUBLIC HOUSING COLLECTION LOSS WRITE-OFF:

Commissioner Maan made a motion to approve Resolution 14-1324, Public Housing Collection Loss Write-Off in the amount of \$73.56. Commissioner Cleveland made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Diane Hodges, Commissioners Brian Foss, Martha Griese,
Suzanne Gallaty, Tej Maan, Stanley Cleveland Jr. and Charles Epp
Nays: None
Abstain: None
Absent: Commissioner

ITEM NO. G.6. – RESOLUTION 14-1325, KINGWOOD COMMONS COLLECTION LOSS WRITE-OFF:

Housing Services Manager Jeni Bobadilla stated the largest write-off was due to an abandonment of the unit. This process takes longer than normal due to the notification process.

Commissioner Maan made a motion to approve Resolution 14-1325, Kingwood Commons Collection Loss Write-Off in the amount of \$4,487.50. Commissioner Cleveland made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Diane Hodges, Commissioners Brian Foss, Martha Griese,
Suzanne Gallaty, Tej Maan, Stanley Cleveland Jr. and Charles Epp
Nays: None
Abstain: None
Absent: Commissioner Terry Lamphier

ITEM NO. G.7. – RESOLUTION 14-1326, H2F COLLECTION LOSS WRITE-OFF:

Commissioner Maan made a motion to approve Resolution 14-1326, Homes2Families Collection Loss Write-Off in the amount of \$415.28. Commissioner Lamphier made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Diane Hodges, Commissioners Brian Foss, Martha Griese,
Suzanne Gallaty, Tej Maan, Stanley Cleveland Jr. and Charles Epp
Nays: None
Abstain: None
Absent: Commissioner Terry Lamphier

ITEM NO. G.8. – APPROVAL OF FISCAL YEAR ENDING 2015 OPERATING BUDGET:

Chief Financial Officer Gail Allen reviewed the report that was included in the packet. She stated the admin fees for the Housing Choice Voucher program went up a little bit. She said there was a small rent increase included for a few of the projects.

Commissioner Gallaty made a motion to approve the fiscal year ending 2015 operating budget. Commissioner Epp made the second. All were in favor by voice vote.

ITEM NO. G.9. – RESOLUTION 14-1327, APPROVAL OF PUBLIC HOUSING BUDGET:

Commissioner Maan made a motion to approve Resolution 14-1327, Public Housing Budget. Commissioner Gallaty made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Diane Hodges, Commissioners Brian Foss, Martha Griese,
Suzanne Gallaty, Tej Maan, Stanley Cleveland Jr. and Charles Epp

Nays: None

Abstain: None

Absent: Commissioner Terry Lamphier

ITEM NO. H.10. – MAINTENANCE UPDATE:

Chief of Maintenance Operations Raj Samra stated PG&E was out and mentioned there was funding to assist in tree removal. She said staff is doing a great job and the properties are looking good. She said staff is looking at using bushes and shrubs that do not need a lot of water due to the drought issue.

ITEM NO. H.11. – FINANCE UPDATE:

Ms. Allen went over the report present in the Board packet. She stated the net income for the Housing Choice Voucher program must be left in the program to be used for assisting families and cannot be used anywhere else. Ms. Allen explained how the reserve accounts are used and funded. These accounts can only be used for the specific properties and cannot but used in other properties.

Ms. Allen said the auditors will be out the middle of May.

ITEM NO. H.12. – OCCUPANCY/ELIGIBILITY UPDATE:

Ms. Bobadilla said the Housing Choice Voucher waiting list will be opening on March 26 with applications available online. The families will be pulled from the waiting list by preferences and a lottery system.

ITEM NO. H.13. – PLANNING AND COMMUNITY DEVELOPMENT UPDATE:

Planning and Community Development Manager Gus Becerra mentioned HOME funds were awarded for Phase II of the Maple Park project. Staff is working on more layers of financing and if all goes well the ground breaking will be in early 2015. He stated the rehabilitation of Miles Market is complete.

Mr. Becerra explained Executive Director Linda Nichols will be signing contracts for Centennial Arms this afternoon with construction to start next month. He also stated staff is working on getting funds from USDA to do an additional 20 units at Richland Housing. He stated the Housing Authority will be administering the Owner Occupied Rehabilitation program for the County of Nevada.

Mr. Becerra said the closing for Devonshire Apartments took place last Friday.

ITEM NO. H.14. – ADMINISTRATIVE UPDATE:

Ms. Nichols stated staff is working with the employees of Devonshire Apartments to insure a smooth transition. She said Mr. Becerra will be doing a presentation on the solar farm at an upcoming training. Ms. Nichols mentioned the Housing Authority is looking at metering water consumption for Richland Housing.

ITEM NO. I. HOUSING COMMISSIONERS' COMMENTS: None

ITEM NO. J – NEXT MEETING: To be scheduled.

ITEM NO. K - ADJOURNMENT: The meeting was adjourned.

REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES

Minutes

Regular Board Meeting

April 16, 2014

ITEM NO. A - CALL TO ORDER:

Chairperson Diane Hodges called the meeting to order at River City Manor, 655 Joann Way, Yuba City, CA 95993.

ITEM NO. A - ROLL CALL:

Chairperson Diane Hodges, Commissioners Charles Epp, Stanley Cleveland Jr., Martha Griese, Tej Maan, Suzanne Gallaty and Brian Foss were present. Commissioner Terry Lamphier arrived late to the meeting. Legal Council Duane Oliveira was also present.

ITEM NO. B. – PUBLIC PARTICIPATION:

Pat Miller, President of the Sutter County Taxpayers Association, stated she was present to learn more about the Housing Authority.

Elaine Myers, landlord in the area, said the Housing Authority was in direct competition with her in regards to tenants.

Chuck Miller introduced himself as a member of the Sutter County Taxpayers Association.

Ms. Myers wanted to know why the Housing Authority was purchasing property in Yuba County. Legal Council Duane Oliveira explained the Housing Authority is not precluded from buying property in other counties.

ITEM NO. C. - AWARDS AND PRESENTATIONS: None

ITEM NO. D.1. – CLOSED SESSION: PURSUANT TO SECTION 54957.6 OF THE CALIFORNIA GOVERNMENT CODE: CONFERENCE WITH LABOR NEGOTIATOR, AGENCY NEGOTIATOR: PATRICK CLARK:

Chairperson Hodges reported there was no action taken.

ITEM NO. D.2. – CLOSED SESSION: PURSUANT TO SECTION 54956.8 OF THE CALIFORNIA GOVERNMENT CODE: CONFERENCE WITH REAL PROPERTY NEGOTIATORS, PROPERTY: BURTON COURT, 1229 SICARD STREET, MARYSVILLE, CA 95901, AGENCY NEGOTIATOR: LINDA NICHOLS, GUSTAVO BECERRA AND BILL MEAGHER, NEGOTIATING PARTIES: LINDA NICHOLS, GUSTAVO BECERRA AND BILL MEAGHER, UNDER NEGOTIATION: POSSIBLE ACQUISITION OF PROPERTY (INCLUDES INSTRUCTIONS TO NEGOTIATOR REGARDING PRICE AND TERMS OF PAYMENT:

Chairperson Hodges reported there was no action taken.

ITEM NO. E. - CONSENT CALENDAR: None

ITEM NO. F. – OLD BUSINESS: None

ITEM NO. G.3. – VOTE ON MEMORANDUM OF UNDERSTANDING:

Commissioner Griese made a motion to approve the Memorandum of Understanding. Commissioner Epp made the second. All were in favor by voice vote. Commissioner Lumpier abstained from the vote.

ITEM NO. G.4. – APPOINTMENT OF COMMISSIONER TO THE BUILDING BETTER PARTNERSHIPS BOARD:

Commissioner Maan made a motion to appoint Commissioner Martha Griese to the Building Better Partnerships Board. Commissioner Gallaty made the second. All were in favor by voice vote.

ITEM NO. G.5. – RESOLUTION 14-1328, PUBLIC HOUSING COLLECTION LOSS WRITE-OFF:

Commissioner Maan made a motion to approve Resolution 14-1328, Public Housing Collection Loss Write-Off in the amount of \$1,262.57. Commissioner Lamphier made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Diane Hodges, Commissioners Brian Foss, Martha Griese,
Suzanne Gallaty, Tej Maan, Terry Lamphier, Stanley Cleveland Jr. and Charles
Epp
Nays: None
Abstain: None
Absent: None

ITEM NO. G.6. – RESOLUTION 14-1329, PERCY AVENUE COLLECTION LOSS WRITE-OFF:

Commissioner Maan made a motion to approve Resolution 14-1329, Percy Avenue Collection Loss Write-Off in the amount of \$212.00. Commissioner Lamphier made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Diane Hodges, Commissioners Brian Foss, Martha Griese,
Suzanne Gallaty, Tej Maan, Terry Lamphier, Stanley Cleveland Jr. and Charles
Epp
Nays: None
Abstain: None
Absent: None

ITEM NO. G.7. – RESOLUTION 14-1330, KINGWOOD COMMONS COLLECTION LOSS WRITE-OFF:

Commissioner Maan made a motion to approve Resolution 14-1330, Kingwood Commons Collection Loss Write-Off in the amount of \$3,826.84. Commissioner Cleveland made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Diane Hodges, Commissioners Brian Foss, Martha Griese,
Suzanne Gallaty, Tej Maan, Terry Lamphier, Stanley Cleveland Jr. and Charles
Epp
Nays: None
Abstain: None
Absent: None

ITEM NO. H.8. – ADMINISTRATIVE UPDATE:

Executive Director Linda Nichols gave an update from her recent trip to Washington DC and provided information on a number of issues presented at the legislative level.

ITEM NO. H.9. – HOUSING CHOICE VOUCHER MINI TRAINING SESSION:

Housing Services Manager Jeni Bobadilla gave a mini training on the Housing Choice Voucher Program. She gave a brief background of the program and explained how families are assisted.

ITEM NO. I. HOUSING COMMISSIONERS' COMMENTS:

Commissioner Lamphier praised Ms. Nichols for a great job her and her staff have done.

Commissioner Griese stated she will be retiring from the American Red Cross in August 2014.

ITEM NO. J – NEXT MEETING: To be scheduled.

ITEM NO. K - ADJOURNMENT: The meeting was adjourned.

REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES

Minutes

Regular Board Meeting

May 7 2014

ITEM NO. A - CALL TO ORDER:

Chairperson Diane Hodges called the meeting to order at River City Manor, 655 Joann Way, Yuba City, CA 95993.

ITEM NO. A - ROLL CALL:

Chairperson Diane Hodges, Commissioners Charles Epp, Stanley Cleveland Jr., Tej Maan, Suzanne Gallaty and Brian Foss were present. Commissioner Martha Griese arrived later in the meeting. Commissioner Terry Lamphier was absent. Legal Council Duane Oliveira was also present.

ITEM NO. B. – PUBLIC PARTICIPATION: None

ITEM NO. C. - AWARDS AND PRESENTATIONS: None

ITEM NO. D.1 – CLOSED SESSION: PURSUANT TO SECTION 54956.8 OF THE CALIFORNIA GOVERNMENT CODE: CONFERENCE WITH REAL PROPERTY NEGOTIATORS, PROPERTY: BURTON COURT, 1229 SICARD STREET, MARYSVILLE, CA 95901, AGENCY NEGOTIATOR: LINDA NICHOLS, GUSTAVO BECERRA AND BILL MEAGHER, NEGOTIATING PARTIES: SPENCER MOYER, NATIONAL MULTI HOUSING GROUP, MARCUS & MILLICHAP, UNDER NEGOTIATION: POSSIBLE ACQUISITION OF PROPERTY (INCLUDES INSTRUCTIONS TO NEGOTIATOR REGARDING PRICE AND TERMS OF PAYMENT:

Chairperson Hodges reported there was no action taken.

ITEM NO. D.1 – CLOSED SESSION: PURSUANT TO SECTION 54956.8 OF THE CALIFORNIA GOVERNMENT CODE: CONFERENCE WITH REAL PROPERTY NEGOTIATORS, PROPERTY: KRISTEN COURT APARTMENTS, N STREET AND KRISTEN STREET, LIVE OAK, CA 95953, AGENCY NEGOTIATOR: LINDA NICHOLS AND GUSTAVO BECERRA, NEGOTIATING PARTIES: CAMERON JOHNSON, AMG & ASSOCIATES, LLC, UNDER NEGOTIATION: POSSIBLE ACQUISITION OF PROPERTY (INCLUDES INSTRUCTIONS TO NEGOTIATOR REGARDING PRICE AND TERMS OF PAYMENT:

Chairperson Hodges reported there was no action taken.

ITEM NO. E. - CONSENT CALENDAR: None

ITEM NO. F. – OLD BUSINESS: None

ITEM NO. G.3. – APPOINTMENT OF COMMISSIONER TO THE SUTTER COMMUNITY AFFORDABLE HOUSING BOARD:

Commissioner Cleveland made a motion to appoint Commissioner Tej Maan to the Sutter Community Affordable Board. Commissioner Epp made the second. All were in favor by voice vote.

ITEM NO. G.4. – APPOINTMENT OF CHAIRPERSON AND VICE-CHAIRPERSON:

Commissioner Maan made a motion to appoint Diane Hodges as Chairperson. Commissioner Cleveland made the second. All were in favor by voice vote.

Commissioner Maan made a motion to appoint Brian Foss as Vice-Chairperson. Commissioner Cleveland made the second. All were in favor by voice vote.

ITEM NO. G.5. – VOTE ON ORGANIZATIONAL CHART:

Commissioner Maan made a motion to approve the Organizational Chart. Commissioner Epp made the second. All were in favor by voice vote.

ITEM NO. H.6. – ADMINISTRATIVE UPDATE:

Executive Director Linda Nichols mentioned the annual Employee Appreciation Luncheon will be tomorrow at Sam Brannon Park at noon. She mentioned finance staff are preparing for the audit. Ms. Nichols also stated there is a pre-construction meeting for the new ADA units and neighborhood center scheduled for next week.

Ms. Nichols announced the rehabilitation at Centennial Arms has started. She said the TRIO program is going good with 2 houses purchased and a third one looking with over 45 families approved and 20 more families in the pre-application stage. Ms. Nichols said staff are still looking into refinancing Kingwood Commons.

Ms. Nichols stated the school lease is due in July and she has been in contact with the school district to get the lease renewed. She also explained staff have been looking for housing in Nevada County. She said the Housing Authority will be administering Yuba County's Housing Choice Voucher program and all other housing programs.

Housing Services Manager Jeni Bobadilla said Housing Choice Vouchers are being issued. She also stated due to the number of applications received for the Housing Choice Voucher program, the waiting list will be closing next Wednesday.

Chief of Finance Gail Allen said the auditors will be coming in two weeks.

ITEM NO. I. HOUSING COMMISSIONERS' COMMENTS:

Commissioner Griese mentioned the Dancing with the Stars fundraiser will be on June 20 and 21, 2014.

ITEM NO. J – NEXT MEETING: To be scheduled.

ITEM NO. K - ADJOURNMENT: The meeting was adjourned.

**REGIONAL HOUSING AUTHORITY
OF SUTTER AND NEVADA COUNTIES**

STAFF REPORT

Date: June 4, 2014
To: Board of Commissioners
From: Linda Nichols, Executive Director

SUBJECT: Property Dedication Agreement between AMG & Associates Retirement Trust and the Regional Housing Authority of Sutter and Nevada Counties (RHASNC) for Development of Kristen Court Apartments

RECOMMENDATION: Approve the Agreement with AMG & Associates Retirement Trust (ART), and authorize the Executive Director to execute the Agreement and any other documents necessary to carry out the terms of the Agreement.

FISCAL IMPACT: N/A - Any costs associated with the Agreement will be paid from AMG/ART funds

Background

The City of Live Oak approved a development for Ryland Subdivision which included single family homes and townhome condominiums in the early/mid 2000's. The single family homes were developed however the land that was approved for development of the townhomes zoned multifamily fell out due to the unfortunate timing of economic recession. Infrastructure was in place and the lot zoned appropriately. The land went for sale after foreclosure.

A private for profit company AMG purchased the land to develop workforce housing. AMG contacted RHASNC to co-develop the project for potential State and federal tax credit development. Part of the process of applying for and developing units for tax credits is to have leverage in the form of land donation. Similar to development of Maple Park in which RHASNC donated land to Sutter County Affordable Housing (SCAH), AMG will be dedicating the land to RHASNC.

It is important to note that the current development plan is for less dense housing than approved by the City in the initial approval of the land. All entitlements for development were approved by the City when the whole subdivision was approved. The current plan for the land is

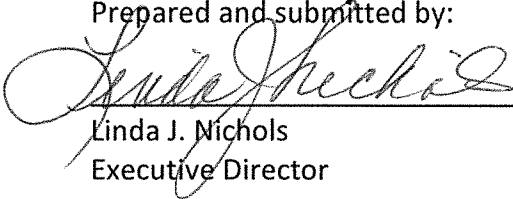
to develop 56 units of workforce housing; RHASNC will co-develop, own and manage the project. The land dedication is the first step in the development process.

The attached Property Dedication Agreement provides for transfer of the property to RHASNC for the specific task of developing affordable housing. The Property Dedication Agreement has been reviewed and approved by RHASNC tax credit attorneys with Goldfarb & Lipman.

Recommendation

Staff recommends that the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties approve the Property Dedication Agreement with AMG/ART, and authorize the Executive Director to execute the Agreement and any other documents necessary to carry out the terms of the Agreement.

Prepared and submitted by:



Linda J. Nichols
Executive Director

Attachment(s):

- Property Dedication Agreement between AMG & ART and RHASNC

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Attention: Executive Director

EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE §§6103, 27383

APN: 06-700-213

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**PROPERTY DEDICATION AGREEMENT
BETWEEN AMG & ASSOCIATES RETIREMENT TRUST
AND REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES**

This Property Dedication Agreement (this "**Agreement**") is entered into as of June 5, 2014 (the "**Effective Date**"), by and between the Regional Housing Authority of Sutter and Nevada Counties, a Public Not For Profit Agency (the "**Housing Authority**"), and AMG & Associates Retirement Trust, a California retirement trust (the "**Landowner**"). Landowner and Housing Authority are collectively referred to herein as the "**Parties.**"

RECITALS

- A. Landowner is the fee owner of APN: 06-700-213 (the "**Property**"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.
- B. Landowner desires to dedicate the Property to the Housing Authority for the purpose of constructing an affordable housing development.
- C. Concurrently with the dedication of the Property to the Housing Authority, the Housing Authority will enter into a purchase and sale agreement for disposition of the Property and construction of a 56 unit family affordable housing project (the "**Project**") on the Property.
- D. Housing Authority has agreed to accept the offer of dedication of the Property from Landowner for the sole purpose of transferring the Property to Live Oak Pacific Associates, a California Limited Partnership (the "**Developer**") in order to cause construction of the Project.
- E. Landowner has requested, and Housing Authority desires to transfer the Property back to the Landowner if the Project is not constructed within certain time frames.
- F. Landowner is willing to dedicate the Property to the Housing Authority, and the Housing Authority wishes to accept the Property from the Landowner, pursuant to the terms and conditions of this Agreement.

WITH REFERENCE TO THE FACTS DESCRIBED ABOVE, the Housing Authority and the Landowner agree as follows:

Section 1. Dedication

Subject to the terms and conditions of this Agreement, the Landowner shall dedicate the Property to the Housing Authority and the Housing Authority shall accept the dedication of the Property from the Landowner.

Section 2. Consideration for Dedication

In consideration for the dedication of the Property, Housing Authority hereby agrees to cause the construction of an affordable housing facility on the Property.

Section 3. Escrow

A. The Parties shall establish an escrow (the “**Escrow**”) with Chicago Title Company (the “**Escrow Holder**”) located in Porterville, California. “**Close of Escrow**” shall be the date on which the Escrow Holder records the Grant Deed to the Property, as accepted by the Housing Authority.

B. Through the Escrow Holder, the Landowner shall convey to the Housing Authority good and marketable fee title to the Property by delivery of a grant deed in form and substance satisfactory to the Housing Authority and Landowner (the “**Grant Deed**”). Close of Escrow shall also be conditioned on the Housing Authority’s ability to obtain a CLTA policy of title insurance, with any exceptions to coverage approved by Housing Authority, issued by the Escrow Holder in the full amount of the fair market value of the Property subject only to the conditions accepted by the Housing Authority.

C. The Landowner shall indemnify and hold the Housing Authority harmless from all expense, loss, damage, and claims, arising from contracts for goods and services for the Property, which expense, loss, damage or claims arises from and relates to the period of time when Landowner owned the Property. The provisions of this subsection 3.C. shall survive the termination of this Agreement and the Close of Escrow.

Section 4. Contingency Period

Housing Authority’s obligation to accept the dedication of the Property is contingent on the satisfaction of the conditions set forth in Section 6, Section 7, and Section 8, (collectively, the “**Contingencies**”) within the ninety (90) day period after the date of this Agreement (the “**Contingency Period**”). In the event that this Agreement is terminated by Housing Authority pursuant to the provisions of Sections 6, 7, or 8, neither party shall have any further duties, obligations, rights, or liabilities under this Agreement, except for those duties, obligations, rights, or liabilities that expressly survive the termination of this Agreement.

Section 5. Feasibility Determination

A. During the Contingency Period, the Housing Authority shall have made a determination that: (a) the Property is suitable for the Project; (b) the Project is feasible from architectural, land use, land capability, utility capacity and economic perspectives; and (c) if, necessary, the Housing Authority has been able to acquire access easements to the Property from

adjoining property owners within the Contingency Period. The Housing Authority shall give Landowner written notice of such determinations within the Contingency Period.

B. The Housing Authority may conduct any inspections, at Housing Authority's expense, that Housing Authority deems necessary, during the Contingency Period. Landowner grants Housing Authority the right to enter the Property for the purpose of conducting examinations and inspections. Housing Authority shall notify Landowner prior to conducting any invasive testing of the Property; and Housing Authority shall cooperate with Landowner to ensure that any such access results in the least possible disruption of the Property. Housing Authority shall repair any damage to the Property caused by Housing Authority's inspections and tests and shall restore the Property to substantially the condition existing as of the Effective Date. Housing Authority hereby agrees to defend, indemnify and hold Landowner harmless from and against any and all claims, liens, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, and all costs incurred in connection therewith arising directly out of any investigative activities of Housing Authority or its agents or representatives on the Property at any time following the Effective Date, except to the extent arising upon the discovery of any latent conditions in the Property.

C. Housing Authority's failure to timely notify Landowner of Housing Authority's approval of the condition of the Property by the end of the Contingency Period pursuant to this Section 6 shall be deemed Housing Authority's election to terminate this Agreement. Upon such termination, neither party shall have any further duties, obligations, rights, or liabilities under this Agreement, except those provisions specified to survive the termination of this Agreement.

Section 6. Title

A. Landowner shall within thirty (30) days of the Effective Date obtain at its cost a preliminary report from Escrow Holder ("**Preliminary Report**") and a copy of all documents identified as exceptions in the preliminary report. Housing Authority may disapprove one or more of the exceptions shown in the Preliminary Report by giving written notice to Landowner and Escrow Agent before the expiration of forty (40) days following the Effective Date ("**Title Exam Period**"). If the Housing Authority does not give written notice of disapproval prior to expiration of the Title Exam Period, all the exceptions shown in the Preliminary Report shall be deemed approved and accepted. If Housing Authority disapproves less than all of the exceptions, those exceptions not disapproved by Housing Authority shall be deemed approved and accepted. If Housing Authority disapproves any exception to title, Landowner, without any obligation to do so, may notify Housing Authority within ten (10) days after receipt of Housing Authority's notice of disapproval that Landowner is willing to clear one or more of the disapproved exceptions. On or before Closing, Landowner shall cause all exceptions that it gave Housing Authority notice it would clear to be removed as exceptions to title. Within ten (10) days after Landowner's giving of notice of its willingness to remove less than all of the Housing Authority disapproved exceptions, Housing Authority may give written notice to Landowner and Escrow Agent that either it elects to terminate this Agreement because this condition regarding title has failed or the remaining disapproved exceptions that Landowner did not agree to cure shall be deemed approved and accepted exceptions. In the absence of such notice, all remaining disapproved exceptions that Landowner did not agree to cure shall be deemed approved and accepted exceptions.

B. Landowner shall notify Housing Authority immediately regarding any change to the condition of title to the Property prior to the Closing Date. Should any new facts or circumstances related to title of the Property be discovered after the Effective Date, Housing Authority shall have the right to object to such fact or circumstance or terminate this Agreement. If Housing Authority makes an objection pursuant to this subsection, Landowner, within fifteen (15) days after receipt of Housing Authority's objection, shall notify Housing Authority in writing whether Landowner elects to (i) cause the exception to be removed from title, (ii) obtain a commitment from Escrow Holder for an appropriate endorsement to the policy of title insurance to be issued to the Housing Authority, reasonably acceptable to Housing Authority, insuring against the objectionable exception, or (iii) terminate this Agreement unless the Housing Authority elects to take title subject to such exception.

Section 7. Document Inspection

Within five (5) days following the Effective Date of this Agreement, Landowner shall make available to the Housing Authority for Housing Authority's review and approval the following documents, if any, (the "**Landowner's Documents**") in Landowner's possession: (i) any and all existing third party reports, studies and investigations related to the Property's physical condition including, soils reports, or inspection reports, if any; (ii) a disclosure statement Landowner needs to prepare regarding known conditions that may affect the value of the Property, including prior uses of the Property, environmental conditions, water rights and easements; (iii) any existing architectural plans and drawings, record of survey, and specifications for the Property, if any; (iv) any existing records relating to any lawsuits pending against the Landowner, its agents or employees in connection with the ownership, operation, or management of the Property; and (v) any existing leases affecting the Property. In the event Housing Authority does not approve any of these documents, the Housing Authority shall have until 5:00 p.m. on the expiration date of the Contingency Period within which to waive or remove the contingencies by providing written notice to Landowner of its election to do so pursuant to this Section. Housing Authority's failure to timely notify Landowner of Housing Authority's approval of the Landowner's Documents or waiver or removal of contingencies by the end of the Contingency Period pursuant to this Section 8 shall be deemed Housing Authority's election to terminate this Agreement.

Section 8. Power of Termination

In the event that the Developer has not commenced construction of the Project by the earlier of (i) notice from the Developer that it is not able to finance the Project; or (ii) December 31, 2016, the Parties hereby agree that the consideration for the dedication of the Property will not have been met, and Housing Authority hereby agrees to transfer the Property back to Landowner.

Section 9. Escrow Instructions

A. This Agreement shall constitute not only the dedication agreement between the Housing Authority and the Landowner, but also joint instructions to the Escrow Holder for the consummation of dedication of the Property contemplated under this Agreement through the Escrow. The Escrow Holder shall not prepare any further escrow instructions restating or amending this Agreement unless so instructed by the Parties.

B. The Parties authorize and instruct the Escrow Holder to conduct the Escrow in accordance with this Agreement, applicable law, and the custom and practice of the community in which the Escrow Holder is located.

C. Upon the executed Grant Deed having been deposited into the Escrow and the satisfaction or waiver of all conditions set forth in this Agreement and any additional Escrow instructions signed by the Parties, the Escrow Holder shall close this Escrow by recording the Grant Deed and other documents required to be recorded and by disbursing the funds and documents in accordance with this Agreement. The Grant Deed shall transfer all rights and indices of ownership of the Property to the Housing Authority.

D. Housing Authority shall pay County Transfer Tax if any. Landowner shall pay for costs associated with the Title Policy and escrow fees. Landowner shall pay any other costs of closing.

Section 10. Additional Conditions to Close of Escrow

A. The Close of Escrow and Housing Authority's acceptance of dedication of the Property are subject to the satisfaction of the following conditions, or if legally permissible, Housing Authority's written waiver of such conditions, on or before the Closing Date:

(i) Housing Authority's written confirmation that Landowner shall have performed Housing Authority has approved in writing all of the Contingencies set forth in Sections 6 through 8.

(ii) Landowner's representations and warranties herein shall be true and correct in all material respects as of the Closing Date.

(iii) Pursuant to Section 3, the Title Company shall be irrevocably committed to issue the Title Policy to Housing Authority, as of the Closing Date.

B. The Close of Escrow and Landowner's obligations to dedicate the Property are subject to the satisfaction of the following conditions or Landowner's written waiver of such conditions on or before the Closing Date:

(i) Landowner's written confirmation that Housing Authority shall have performed all obligations to be performed by Housing Authority pursuant to this Agreement before Closing Date.

(ii) Housing Authority's representations and warranties and covenants set forth herein shall be true and correct in all material respects as of the Closing Date.

Section 11. Representations

A. Landowner represents for itself to the Housing Authority, as of the date of this Agreement, as follows:

(i) Landowner is a California retirement trust in good standing and authorized to do business in the State of California.

(ii) Landowner's entry into and performance of this Agreement does not conflict with any laws or regulations to which the Landowner is subject or any other agreements to which the Landowner is a party.

(iii) Landowner is duly authorized to enter into and perform the Landowner's obligations under this Agreement.

(iv) There will be no leases, management agreements, contracts, warranties, guaranties, bonds or other agreements which will affect the Property or which will be obligations of the Housing Authority.

(v) To the best of the Landowner's knowledge, there is no pending or threatened condemnation or similar proceeding affecting the Property, nor does the Landowner have any knowledge that any such action is contemplated.

(vi) To the best of the Landowner's knowledge, there are no notices of code violation, legal actions, or other legal proceedings pending or threatened against or affecting the Property or the Landowner's title to the Property, and the Landowner has not received notice from any public entity with respect to any future proceeding or basis for any future proceeding against or affecting the Property, or concerning any existing or potential, past, present or future toxic or hazardous material or conditions at the Property.

(vii) To the best of the Landowner's knowledge, there are not now and have never been any toxic or hazardous materials or conditions at, on, or under the Property.

(viii) Landowner is not a "foreign person" under Section 1445 of the Internal Revenue Code.

(ix) The Landowner is the sole owner of the Property and has marketable and insurable fee simple title to the Property, free of restrictions, leases, liens, and other encumbrances, except for the exceptions to title shown in the Title Report.

During the term of this Agreement, Landowner shall have a continuing duty to notify Housing Authority of any material facts in Landowner's knowledge which would render any of the representations set forth above false. Such duty shall not, however, abrogate nor limit Housing Authority's independent responsibility to perform its own investigation into the Property. Except in the case of Landowner's willful or knowing misrepresentation, in the event that Housing Authority discovers at any time prior to the Closing Date that any of the representations or warranties set forth in this Section 11 are false, Housing Authority's sole remedy shall be the right to terminate this Agreement. In the event that Housing Authority learns that any Landowner representation or warranty might be untrue prior to the Closing Date, and Housing Authority elects to acquire the Property anyway, then, and in that event, Housing Authority shall conclusively be deemed to have waived any right it may have to bring an action or proceeding against Landowner regarding said representation or warranty.

B. The Housing Authority represents to the Landowner, as of the date of this Agreement, as follows:

(i) The Housing Authority's entry into and performance of this Agreement does not conflict with any laws or regulations to which the Housing Authority is subject or any other agreements to which the Housing Authority is a party.

(ii) The Housing Authority is duly authorized to enter into and perform the Housing Authority's obligations under this Agreement.

Section 12. Operation and Maintenance of the Property Prior to Close of Escrow

Prior to the Close of Escrow, the Landowner shall maintain the Property in a condition consistent with its current condition and shall make at the Landowner's own expense all repairs necessary to maintain the Property in such condition.

Section 13. Ad Valorem Property Taxes and Assessments

Ad valorem property taxes, assessments, utilities and all other charges related to the Property shall be prorated between the Housing Authority and the Landowner as of the date of the Close of Escrow, such that the Landowner is responsible for such items prior to the date of Close of Escrow and the Housing Authority shall be responsible for such items on the date of Close of Escrow and thereafter. Such proration shall be made on the basis of a three hundred sixty-five (365)-day year.

Section 14. Casualty or Condemnation

If prior to the Close of Escrow the Landowner becomes aware that all or any material portion of the Property has been destroyed, substantially damaged, or subjected to a threat of condemnation, or has become the subject of any proceedings, judicial, administrative, or otherwise, with respect to a taking by eminent domain or condemnation, then the Landowner shall promptly give the Housing Authority notice thereof, and each Party, at its option, may, on or before the Close of Escrow, elect to terminate this Agreement by giving the other Party written notice thereof, in which event the Parties shall be relieved and released of and from any further duties, obligations, rights, or liabilities under this Agreement, except for those obligations and indemnification provisions that specifically survive this Agreement. If the Parties elect to complete the transactions contemplated in this Agreement, then this Agreement shall remain in full force and effect and the transfer of the Property, less any portion of such property destroyed, substantially damaged, or taken by eminent domain or condemnation, shall be consummated as contemplated by this Agreement, and at the Close of Escrow, the Landowner shall transfer to the Housing Authority all of the Landowner's right, title, and interest in and to any insurance proceeds resulting from any casualty and any awards that have been or may thereafter be made for any taking or condemnation.

Section 15. General Indemnification

A. The Landowner shall indemnify, and hold the Housing Authority harmless from all expense, loss, damage, and claims, arising out of events or incidents on or about the Property, or arising out of the Landowner's ownership. This indemnification does not apply to expenses, losses, damages and claims arising out of events or incidents on or about the Property prior to the Close of Escrow that were caused by the Housing Authority or the Housing Authority's agents, employees or contractors.

B. The Housing Authority shall indemnify, and hold the Landowner harmless from all expense, loss, damage, and claims, arising out of events or incidents on or about the Property, or arising out of the Housing Authority's ownership of the Property, after the Close of Escrow. This indemnification does not apply to expenses, losses, damages and claims arising out of events or incidents on or about the Property prior to the Close of Escrow that result from conditions, events or incidents which the Landowner failed to disclose (and which could not be reasonably discovered by the Housing Authority's inspections) or regarding which the Landowner made misrepresentations.

C. The provisions of this Section shall survive this Agreement and the Close of Escrow.

Section 16. Brokers

A. Except as indicated in this Section, each Party represents to the other Party that it has not had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee.

B. If any broker or finder makes a claim for a commission or finder's fee based upon a contract, dealings, or communications, then the Party through whom the broker or finder makes this claim shall indemnify the other Party, defend the indemnified Party with counsel of the indemnified Party's reasonable choice, and hold the indemnified Party harmless from all expense, loss, damage and claims, arising out of the broker's or finder's claim. This Section shall survive termination of this Agreement and the Close of Escrow.

Section 17. Default

A. If Housing Authority fails to complete the acquisition of the Property as provided in this Agreement by reason of any default of Housing Authority, Landowner shall be released from its obligation to dedicate the Property to Housing Authority, pursuant to this Agreement.

B. In the event that Landowner shall fail or refuse to execute and deliver the grant deed conveying the Property, and Housing Authority is not otherwise in default under this Agreement, Housing Authority shall have the right to pursue an action against Landowner and the Property for specific performance of Landowner's obligations to convey the Property to Housing Authority.

Section 18. Notices

Formal notices, demands, and communications among the Parties shall not be deemed given unless dispatched by certified mail, return receipt requested, by facsimile delivery with correct answerback received, by electronic mail or by reputable delivery service with a delivery receipt, to the Parties' principal offices as follows:

The Housing Authority: _____

Landowner: _____

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate as provided in this Section. Receipt shall be deemed to have occurred on the date shown on the delivery receipt as the date of delivery, the date delivery was refused or the date the item was returned as undeliverable.

Section 19. Title of Parts and Sections

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 20. Applicable Law

This Agreement shall be interpreted under and pursuant to the laws of the State of California.

Section 21. Severability

If any term of this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, then the remaining terms shall continue in full force unless the rights and obligations of the Parties have been materially altered by such holding of invalidity.

Section 22. Legal Actions

If any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach of this Agreement, then the Party prevailing in any such action shall be entitled to recover against the non-prevailing Party all reasonable attorneys' fees and costs incurred in such action.

Section 23. Entire Understanding of the Parties

This Agreement constitutes the entire understanding and agreement of the Parties with respect to the acquisition of the Property. This Agreement does not supersede, change or modify any other agreements between the Parties.

Section 24. Modifications

This Agreement shall not be modified except by written instrument executed by the Parties.

Section 25. Successors

Neither party shall assign this Agreement prior to Close of Escrow without the prior written consent of the other Party.

Section 26. Time of the Essence

Time is of the essence in this Agreement.

Section 27. Cooperation of Parties

The Parties shall, during the Escrow period, execute any and all documents reasonably necessary or appropriate to close the acquisition of the Property pursuant to the terms of this Agreement.

Section 28. Incorporation of Recitals

The Recitals first written above are true and correct and made a part of this Agreement by this reference.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement on or as of the date first above written.

HOUSING AUTHORITY:	LANDOWNER:
Regional Housing Authority of Sutter and Nevada Counties By: _____ Printed Name: _____ Its: _____	AMG & Associates Retirement Trust, a California retirement trust By: _____ Printed Name: _____ Its: _____
APPROVED AS TO FORM: _____ HOUSING AUTHORITY ATTORNEY	
ATTEST: _____	

State of California)
)
County of _____)

On _____, 20__, before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California)
)
County of _____)

On _____, 20__, before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

(Description Property)

All that real property in the City of Live Oak, State of California, described as follows:

LOT 1 AS SHOWN ON THE PARCEL MAP NO. 1184, RECORDED ON AUGUST 31, 2010
IN BOOK 8 OF PARCEL MAPS AT PAGES 54, SUTTER COUNTY RECORDS.

APN: 06-700-213

**REGIONAL HOUSING AUTHORITY
OF SUTTER AND NEVADA COUNTIES**

STAFF REPORT

Date: June 4, 2014

To: Board of Commissioners

From: Gustavo Becerra, Chief of Planning & Community Development and Jeni Bobadilla,
Chief of Housing Services

SUBJECT: Agreement with Yuba County for Administration of HUD/HCD Programs

RECOMMENDATION: Approve the Agreement with Yuba County commencing June 9, 2014, and authorize the Executive Director to execute the Agreement and any other documents necessary to carry out the terms of the Agreement.

FISCAL IMPACT: Up to \$50,000 revenue for the Housing Authority during the 1-year contract term.

Background

In April, 2014 Yuba County issued a Request for Proposals (RFP) for administration of its HUD- and HCD-funded programs and services. Specifically, the County is looking for a firm to oversee these programs while utilizing County staff for the day-to-day operations of its Housing Choice Voucher, CDBG/HOME Housing Rehab and First Time Homebuyer, and CSBG programs. HUD is promoting a regional approach to its programs and as such Regional Housing Authority of Sutter and Nevada Counties (RHASNC), which has both public housing units and a HCV program, is taking the lead for area agencies that only administer a HCV and have no housing units.

RHASNC was one of four firms to submit proposals in response to the RFP. On May 2, 2014 staff was notified that RHASNC was successful in the bid to administer Yuba County's contract.

The attached agreement provides for the administration of the aforementioned programs in an amount not to exceed \$50,000 and would provide RHASNC with the opportunity to:

1. Administer/manage the program for one year
2. Upon completion of one year agreement - review successes, challenges and determine next course of action in coordination and direction from HUD

3. Provide RHASNC with an opportunity to build its portfolio for future growth and support HUD's priorities for regionalization.

The Executive Director and staff have met with Yuba County staff to discuss options for administering and managing their HCV-ACC award and related Housing Programs.

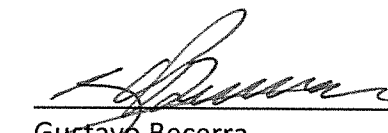
Recommendation

Staff recommends that the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties approve the Agreement with Yuba County, and authorize the Executive Director to execute the Agreement and any other documents necessary to carry out the terms of the Agreement.

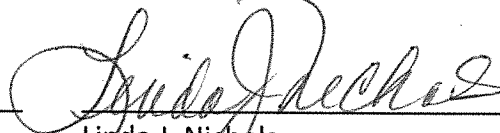
This agreement will be reviewed and approved by legal counsel of both agencies prior to execution.

Prepared by:


Submitted by:



Gustavo Becerra
Chief of Planning & Community Development



Linda J. Nichols
Executive Director



Jeni Bobadilla
Chief of Housing Services

Attachment(s):

- DRAFT Agreement between the Regional Housing Authority of Sutter and Nevada Counties and Yuba County

**AGREEMENT FOR
PROFESSIONAL SERVICES**

Administration of HUD/HCD Programs

THIS AGREEMENT for Administration Assistance of HUD/HCD Programs for the **Yuba County Housing and Community Services Division** ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

**Regional Housing Authority of Sutter and Nevada Counties (RHASNC)
"CONSULTANT"**

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: June 9, 2014

Termination Date: June 30, 2015

The term of this Agreement shall become effective on June 9, 2014, and shall continue in force and effect until June 30, 2015 unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this Agreement is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal agreement for CONSULTANT AND COUNTY approval.

CONSULTANT understands and agrees that there is no representation, implication, or understanding that the services provided by CONSULTANT pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONSULTANT waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONSULTANT.

3. PAYMENT.

COUNTY shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONSULTANT shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

The Community Development & Services Agency Director (CDSA Director) or Director of Planning is the representative of the COUNTY and will administer this Agreement for the COUNTY. RHASNC Executive Director is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A – Scope of Work (including Exhibit 1)
- Attachment B – Payment
- Attachment C – Additional Provisions (including Exhibit 2)
- Attachment D – General Provisions
- Attachment E – Insurance Provisions (including Exhibit 3)

9. **TERMINATION.** COUNTY and CONSULTANT shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2014.

"COUNTY"
COUNTY OF YUBA

"CONSULTANT"

Robert Bendorf,
CAO

Linda J. Nichols, Executive Director
RHASNC

INSURANCE PROVISIONS APPROVED

Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

for Angil Morris-Jones,
County Counsel

**COUNTY OF YUBA
RHASNC – ADMINISTRATION OF HUD/HCD PROGRAMS**

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties include the following:

A.1.1. Attached as EXHIBIT 1: Scope of Work

A.2. TIME SERVICES RENDERED. The services will be provided on such dates and at such times as mutually agreed upon by the COUNTY and CONSULTANT.

A.3. MANNER SERVICES ARE TO BE PERFORMED. As an independent Contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner.

A.4. FACILITIES FURNISHED BY COUNTY. CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. Project meetings and services that require access to County files, programs, staff etc... may utilize County office space, Housing Authority computers and other necessary supplies.

**COUNTY OF YUBA
RHASNC – ADMINISTRATION OF HUD/HCD PROGRAMS**

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a total contract fee not to exceed fifty thousand dollars (\$50,000) and no more than seven thousand (\$7,000) per calendar month; CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed fifty thousand dollars (\$50,000) without a formal written amendment to this Agreement approved by the COUNTY.

B.2 TRAVEL COSTS. COUNTY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONSULTANT by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

COUNTY OF YUBA
RHASNC – ADMINISTRATION OF HUD/HCD PROGRAMS ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONSULTANT and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONSULTANT at contracted rates.

C.2 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.4 RECORDS. CONSULTANT agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C.5 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONSULTANT.

C.6 CONFIDENTIALITY. CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'S employees, agents, or representatives in any

manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.7 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

C.8 FEDERAL FUNDING. This project is a federal funded project and must meet the provisions for contracts awarded with federal funds. These provisions include that all contracts, CONSULTANTS and consultants must adhere to the provisions of the Copeland “Anti-kickback Act” and the Contract Work Hours and Safety Standards Act (CWHSSA). More information regarding these provisions can be found at the following web addresses: www.dol.gov/compliance/guide/cwhssa.htm and www.dol.gov/compliance/guide/kickback.htm. Additionally, further provisions must be adhered to as outlined in the Code for Federal Regulations (CFR) 44, Part 13, Sub C, Section 13.36 (i).

Additional requirements as required by Housing and Urban Development (HUD) and/or State of California, Department of Housing and Community Development (HCD) are provided in EXHIBIT 2

**COUNTY OF YUBA
RHASNC – ADMINISTRATION OF HUD/HCD PROGRAMS
ATTACHMENT D**

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONSULTANT shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONSULTANT and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONSULTANT shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONSULTANT is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent Contractor, CONSULTANT is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONSULTANT to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONSULTANT may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONSULTANT.

D.1.7 As an independent Contractor, CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to COUNTY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 TIME. CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONSULTANT shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, which may arise from the intentional or negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, employees, contractors, or sub-contractors.

D.5 CONSULTANT NOT AGENT. Except as COUNTY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED. CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONSULTANT hereby grants to the COUNTY the authority to deduct from any payments to CONSULTANT any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

D.11 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

D.11.3 COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONSULTANT may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONSULTANT is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONSULTANT shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

CONSULTANT may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONSULTANT's financial interest. The County Administrator shall determine in writing if CONSULTANT has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Department of Administrative Services
County of Yuba
Attn: Purchasing Agent
915 8th Street, Suite 119
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONSULTANT":

RHASNC
Linda J. Nichols, Executive Director
1455 Butte House Road
Yuba City, CA 95993

**COUNTY OF YUBA
RHASNC – ADMINISTRATION OF HUD/HCD PROGRAMS**

ATTACHMENT E

INSURANCE PROVISIONS

Insurance Certificate is provided in Exhibit 3

SCOPE OF WORK

PHASE 1: Needs Assessment

This step is essential in determining what program tasks are being conducted by in house staff and to identify program requirements that are not currently being performed. This step will also identify software programs, internal program processes, and reporting mechanisms that are being used to ensure compliance with state/federal requirements and to improve any inefficiency.

1. Needs Assessment (June-August 2014)

- a. Review staff duties as provided by Yuba County. Each employee will provide a list of tasks they currently complete for each program in housing along with an indication of whether the task is done completely independently or level of supervision the staff person believes is required to complete task. (This will occur off-site and be sent to RHASNC to review prior to on-site meeting)

Deliverable: RHASNC staff will review materials prior to site meeting

- b. Site meeting (s) with County Housing & Community Services Division staff
 - i. Q & A session with Housing (Section 8 & FSS) staff
 - ii. Q & A session with community services staff for: CDBG, CSBG, HOME, and NSP (income eligibility support only) programs
 - iii. Observation of programs and staff to determine gaps between program tasks being fulfilled by County staff and program requirements.
 - iv. Review of loan management portfolio and procedures to determined changes that need to be made to more effectively manage the loan portfolio.

Deliverable(s):

1. RHASNC staff will conduct site meetings and interviews. Any forms or other materials needed to conduct site visit will be provided by RHASNC.
2. RHASNC will attend a re-cap meeting with the CDSA Director and Planning Director to discuss site meeting observations and recommendations.

2. RHASNC support services

Between June 9, 2014 and August 2014, RHASNC will provide support services to fill the gaps in service identified in Task 1 and agreed upon during the recap meeting. These services will be on a time and materials basis but **shall not exceed \$7,000/month**. Hourly rates are provided in Table 1. Travel time and meals will not be reimbursed.

The support services tasks are organized by functions that would fall under the administration of the Housing Authority programs and those that fall under the administration of the Community Services programs. RHASNC staff will serve in a lead/managerial role under general direction from the Planning Director. Tasks may include but are not limited to:

a. **Housing Authority**

1. Provide supervisorial oversight, on- and/or off-site, to employees in the Housing Authority.
2. Review, verify and authorize monthly Section 8 voucher payments.
3. Review, verify and authorize corrective actions including payment for valid Section 8 Special Claims for unpaid rent, resident damage and vacancy loss.
4. Ensure all monthly, quarterly and annual progress reports are submitted to HUD. Prepare any other reports or plans required for implementation of the HCV and FSS programs.
5. Prepare and submit year-end statements.
6. Prepare Annual PHA Plan.
7. Assist in preparation and submission of separate audited financial statements.
8. Respond to Owner's appeals of rent adjustment decisions.
9. Perform Administrative Hearings.
10. Ensure staff is aware of any changes in HUD regulations and is appropriately implementing current requirements.
11. Provide other assistance and duties as needed.

Deliverable(s):

- Weekly meeting or conference call with Planning Director to review program and address any issues.
- Provide reports, memos, and other documents as required for HCV & FSS Program implementation as required by HUD.

Community Services

1. Provide supervisorial oversight, on- and/or off-site, to the Community Services Administrative Technician.
2. Assist with the implementation of grant-funded activities including training County staff and/or identifying qualified third parties to engage.
3. Assist with grants administration to assure that the County is complying with the conditions of all grant funding and is providing reports to grantor agencies on a timely basis.
4. Prepare funding applications for Community Development Block Grants including General Allocation, Enterprise Fund, Over-the-Counter, and general and economic development Planning and Technical Assistance applications, as requested by the County.
5. With assistance from Admin. Technician, complete all contract special conditions, anti-displacement and relocation assistance plan, program income reuse plan, etc.
6. Update program guidelines as necessary for compliance with program

requirements.

7. Assist in the preparation of contracts, as requested, for subcontractors and sub-recipients.
8. Complete all program reporting to the State Department of Housing and Community Development (HCD) including Program Activity reports, annual and final Grantee report, Program Income report, Employment Generation report, Labor Standards report, etc.
9. Provide oversight of program fiscal records including preparation of Cash Requests and monitoring payments to subcontractors.
10. Supervise loan packagers for housing or small business loan programs.
11. Act as principal liaison with the State Department of Housing and Community Development.
12. Direct the Admin Technician to schedule, notice and conduct meetings of housing and small business loan committees and technical advisory groups as necessary.
13. Review screening of program applicants for income eligibility.
14. Assist in preparation of program records for monitoring by State representatives, respond to comments and correct any findings required by HCD.
15. Provide other related program assistance as needed.

Deliverable(s):

- Weekly meeting or conference call with Planning Director to review program and address any issues.
- Provide reports, memos, and other documents as required for CDBG, HOME, or CSBG Program implementation as required by HCD.

Loan Portfolio Management

1. Assist County staff on improving loan portfolio management procedures.
2. Perform loan management services including but not limited to reporting (annual statements and tax collection, insurance, occupancy and sales data reports); compliance with Deeds of Trust, reviewing projects for residual receipts and determine if payments are due, and assisting with audit compliance.

PHASE 2: Transfer of Housing Authority and On-going Contract Services (August 2014 to June 2015)

1. Refine Scope of Work based on the Needs Assessment.

Deliverables: Both parties will meet to discuss the changes to the scope that need to be made. Yuba County will prepare the refined scope and any contract amendment documentation.

2. Establish schedule and procedure for transfer of YCHA to a Regional Housing Authority (incorporate into the RHASNC)

Deliverables: RHASNC will provide a memo outlining the timeframe and procedure for the transfer/consolidation of the YCHA with the RHASNC. The Memo shall be reviewed and approved by Yuba County. RHASNC will prepare any documents required by HUD, Yuba County Board of Supervisors, or RHASNC Board to process the consolidation.

3. Perform contract services for CDBG, CSBG, Home and other Programs as defined by the Refined Scope of Work.

Deliverables: As defined in Phase 2 Task 1. This item will require approval of an Amendment to the Professional Services Contract from the Yuba County Board of Supervisors and RHASNC. It shall not require approval from HCD.

Table 1

FY 2014/2015 Hourly Rates for Regional Housing Authority of Sutter and Nevada Counties (RHASNC)

Position	Hourly Rate
Executive Director	\$110
Chief Finance Officer	\$70
Planning & Community Development Manager	\$60
Program Analyst	\$55
Rehabilitation Specialist	\$50
Housing Services Manager	\$50
Eligibility Specialist	\$50
Accounting Assistant	\$35
Account Clerk	\$30

2015 CDBG application preparation \$2,500

45

STATE AND FEDERAL LAWS AND REGULATIONS**LABOR STANDARDS****1. State Labor Standards Provisions**

Contractors and subcontractors shall give the following certification to the Grantee and forward this certification to the Grantee within (10) days after the execution of any contract or subcontract.

- a) "I am aware of the provisions of Section 1720 et seq. of the California Labor Code which requires that the State prevailing wage rate shall be paid to employees where this rate exceeds the federal wage rate."
- b) "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code; and I will comply with such provisions before commencing the performance of the Work of this contract."
- c) "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontract shall forfeit, as a penalty, \$25 for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime."

2. Federal labor Standards Provisions (Davis-Bacon and Related Acts)

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Grantee and all contractors and subcontractors of the Grantee engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3' 5 and 5a governing the payment of wages and the ratio of apprentices and trainees to journeymen: provided, that if wage rates are imposed by State or local law, nothing hereunder is intended to relive the Grantee or any contractor/subcontractor of their obligation, if any, to require payment of the higher rates. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and, for such contracts in excess of \$10,000, 29 CFR 5a.3.

EQUAL OPPORTUNITY

1. The Civil Rights, HCD, Age Discrimination and Rehabilitation Acts Assurance:

During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973, and all impending regulations.

2. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

- a. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u.
- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors, and assigns to those sections specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

1. State Nondiscrimination Clause:

- a) During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the

applicable regulations promulgated there under (California Administrative Code, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- b) This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contracts.

OTHER REQUIRED FEDERAL PROVISIONS

1. Obligations of Grantee with Respect to Certain Third Party Relationships:

The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Grantee. Any Grantee shall comply with all lawful requirements of the State necessary to ensure that the program with respect to which assistance is being provided under this Agreement to the Grantee is carried out in accordance with the State's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the State under Section 104(h) of the Housing and Community Development Act of 1974.

2. Interest of Certain Federal Officials:

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

3. Interest of Members Officer or Employees of Contractors. Members of Local Governing Body. or Other Public Officials:

No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality or localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for Work to be performed in connection with the program assisted under the Agreement. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

4. Prohibition Against Payments of Bonus or Commission:

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HCD approval of the application for such assistance, or HCD approval of the applications for additional assistance, or any other approval of concurrence

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

California, Department of Housing and Community Development (HCD), Community Development Block Grant Program (CDBG)

1. National Objectives.

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2. General Compliance

The Consultant agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Consultant does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Consultant does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Consultant also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Consultant further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

3. Financial Management

The Consultant agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The Consultant shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

The Consultant shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement.

**REGIONAL HOUSING AUTHORITY
OF SUTTER AND NEVADA COUNTIES**

STAFF REPORT

Date: June 4, 2014
To: Board of Commissioners
From: Gustavo Becerra, Chief of Planning & Community Development

SUBJECT: Agreement for Housing Rehabilitation and First-Time Homebuyer Services with the City of Williams

RECOMMENDATION: Approve the Agreement with the City of Williams, and authorize the Executive Director to execute the Agreement and any other documents necessary to carry out the terms of the Agreement.

FISCAL IMPACT: \$96,786 additional revenue for the Agency

Background

The City of Williams recently obtained a 2013 State CDBG grant for its housing rehabilitation and first time homebuyer programs. As with many small cities, Williams is limited in staff and is looking for an outside firm to operate its housing programs. RHASNC staff recently met with the City to discuss options for administering the programs and as a result, the City would like to contract with RHASNC for housing program administration services as a CDBG subrecipient. RHASNC would also assist the City with its CDBG general setup as well as advise the City on current housing loan portfolio issues.

The attached agreement provides for the administration of nearly \$480,000 in housing rehabilitation and first time homebuyer loan funds for a contract price of \$96,786 (23% billing rate for OOR, 8% billing for FTHB). The agreement utilizes the newly created template issued by the State Department of Housing and Community Development (HCD) for subrecipients and incorporates the funding amounts and timelines stated in the City's 13-CDBG Standard Agreement.

Recommendation

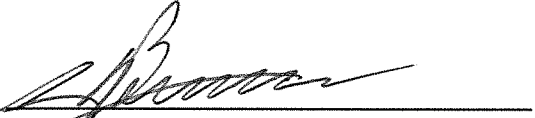
Staff recommends that the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties approve the Agreement with the City of Williams, and authorize the

Executive Director to execute the Agreement and any other documents necessary to carry out the terms of the Agreement.

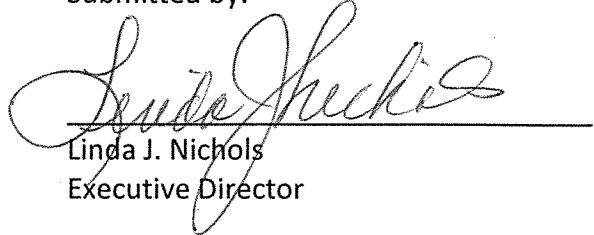
This agreement will be reviewed and approved by legal counsel of both agencies prior to execution.

Prepared by:

Submitted by:



Gustavo Becerra
Chief of Planning & Community Development



Linda J. Nichols
Executive Director

Attachment(s):

- DRAFT Intergovernmental Agency Agreement between Regional Housing Authority of Sutter and Nevada Counties and the City of Williams

**INTERGOVERNMENTAL AGENCY AGREEMENT
BETWEEN THE CITY OF WILLIAMS AND REGIONAL
HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES
FOR HOUSING CONSULTANT SERVICES**

THIS AGREEMENT, is entered into as of June 18, 2014, between the CITY OF WILLIAMS, referred to as CITY, and REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES, referred to as AGENCY, with reference to the following:

A. WHEREAS, CITY has entered into Standard Agreement No. **13-CDBG-8945** referred to as STANDARD AGREEMENT and attached as Exhibit E, to receive funding from the Community Development Block Grant, referred to as CDBG, from the State of California, Department of Housing and Community Development, referred to as HCD, to finance the City of Williams Housing Rehabilitation and Homeownership Assistance Programs, referred to as PROGRAMS; and

B. WHEREAS, AGENCY meets the requirements as outlined by the CDBG Program and CITY's procurement requirements and has expertise in carrying out housing rehabilitation and homeownership assistance programs; and

C. WHEREAS, CITY wishes to enter into a professional services agreement with AGENCY for purposes of implementing the PROGRAMS mentioned above utilizing CDBG funds; and

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective upon the execution of this Agreement by the City of Williams and shall expire on September 30, 2018, the closeout date of the STANDARD AGREEMENT, or the latest amendment of the closeout date thereto unless otherwise terminated as provided in this Agreement.

2. **SERVICES:**

a. **CDBG-Eligible:** AGENCY agrees to provide professional services for the PROGRAMS as described in Scope of Work Attachments A-1 and A-2, and to be compensated by CITY as outlined below in Paragraph 3, PAYMENT FOR SERVICES.

b. **City of Williams:** AGENCY agrees to provide program administration services for the PROGRAMS as described in Scope of Work Attachments A-1 and A-2, and to be compensated by CITY as outlined below in Paragraph 3, PAYMENT FOR SERVICES

3. **PAYMENT FOR SERVICES:** CITY shall pay AGENCY a sum not to exceed \$96,786. This amount is an administrative fee based on 23% of each housing rehabilitation project and 8% of each homeownership assistance loan. Payment for services provided pursuant to this

Agreement subject to the following conditions:

- a. City of Williams Housing Rehabilitation Program
 - i. Up to \$15,634 of CDBG funds will be spent only for CDBG-eligible General Administration Program costs, as defined by HCD and outlined in SCOPE OF WORK (Attachment A-1) and PROGRAM GUIDELINES (Attachment C).
 - ii. Up to \$74,262 of CDBG funds will be spent only for CDBG-eligible Activity Delivery costs, as defined by HCD and outlined in SCOPE OF WORK (Attachment A-1) and PROGRAM GUIDELINES (Attachment C).
 - iii. The cost breakdown of services provided to the PROGRAMS is defined in AGENCY BUDGET, attached as Exhibit B.
- b. City of Williams Homeownership Assistance Program
 - i. Up to \$0 of CDBG funds will be spent only for CDBG-eligible General Administration Program costs, as defined by HCD and outlined in SCOPE OF WORK (Attachment A-2) and PROGRAM GUIDELINES (Attachment C).
 - ii. Up to \$6,890 of CDBG funds will be spent only for CDBG-eligible Activity Delivery costs, as defined by HCD and outlined in SCOPE OF WORK (Attachment A-2) and PROGRAM GUIDELINES (Attachment C).
 - iii. The cost breakdown of services provided to the PROGRAMS is defined in AGENCY BUDGET, attached as Exhibit B.
- c. General Conditions
 - i. The compensation to be provided to AGENCY under this Agreement will be reduced due to any inability to provide services, whether such an inability is due to AGENCY activities or other activities or circumstances beyond the control of AGENCY.
 - ii. CITY must approve budget changes in writing prior to any budget adjustment or amendment. The budget adjustment and amendment process is outlined in AGENCY BUDGET.
 - iii. Following the close of each quarter (March, June, September, December), AGENCY shall submit invoice statements stating the services provided and the actual costs of the previous quarter.
 - iv. Invoices shall be in the form and contain the information requested by CITY and shall be subject to approval by CITY, which approval shall not be unreasonably withheld. CITY will make payments within thirty (30) days of receipt of approved invoice. CITY will notify AGENCY of any objections,

questions, or complaints regarding any particular invoice within fifteen (15) days of receipt of such invoice. If CITY determines that any amounts were improperly billed and/or paid to AGENCY, or AGENCY was improperly underpaid, adjustments by such amounts may be made in the payment on the current or a later invoice with explanation provided. No interest or penalties shall accrue for late payments.

4. PERFORMANCE REQUIREMENTS: AGENCY shall be held to the same goals, milestones, performance measurements, laws, regulations, and requirements as entered into by CITY in the STANDARD AGREEMENT and outlined in the SCOPE OF WORK.

5. REPORTING REQUIREMENTS: AGENCY shall assist CITY in fulfilling all reporting requirements as entered into by CITY in the STANDARD AGREEMENT.

6. COMPLIANCE WITH LAW: AGENCY shall provide services in accordance with all of the provisions of Federal, State, and local laws; current and future enacted Federal, State, and local governmental guidelines, policies and available funding covenants; and the rules and regulations governing the HCD CDBG Program (42 U.S.C. 5301, 24 CFR Part 570, Subpart I, and California Administrative Code Sections 7050 through 7124). With respect to AGENCY'S employees, AGENCY shall comply with all laws and regulations pertaining to wages and hours, State and Federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment. In addition, AGENCY agrees to fully comply with all Federal, State and local laws, regulations, and directives that apply to the work involved in the project, including but not limited to the applicable laws and regulations specified in the STANDARD AGREEMENT and COMPLIANCE REQUIREMENTS attached as Exhibit "D".

7. RECORDS: AGENCY shall maintain complete and accurate records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. In addition, AGENCY shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All books, records, accounts, documentation, and all other materials relevant to the State Standard Agreement shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, AGENCY shall make all such records available to the Auditor and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the expiration date of this Agreement or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later.

8. MONITORING: CITY will monitor AGENCY during the term of this Agreement for compliance with any or all applicable requirements as outlined in Paragraph six of this Agreement and for attainment of expenditure milestones and PROGRAMS' goals outlined in SCOPE OF WORK.

9. INSURANCE: Prior to approval of this Agreement by CITY, AGENCY shall file with the CITY Clerk evidence of the required insurance as set forth in INSURANCE REQUIREMENTS attached as Exhibit "F".

10. AGENCY STATUS:

d. This Agreement is entered into by both parties with the express understanding that AGENCY will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute AGENCY or any of its agents, employees or officers as an agent, employee or officer of CITY.

e. AGENCY agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of CITY. Subject to any performance criteria contained in this Agreement, AGENCY shall be solely responsible for determining the means and methods of performing the specified services and CITY shall have no right to control or exercise any supervision over AGENCY as to how the services will be performed. As AGENCY is not CITY'S employee, AGENCY is responsible for paying all required State and Federal taxes. In particular, CITY will not:

- i. Withhold FICA (Social Security) from AGENCY'S payments.
- ii. Make State or Federal unemployment insurance contributions on AGENCY'S behalf.
- iii. Withhold State or Federal income tax from payments to AGENCY.
- iv. Make disability insurance contributions on behalf of AGENCY.
- v. Obtain unemployment compensation insurance on behalf of AGENCY.

f. Notwithstanding this independent contractor relationship, CITY shall have the right to monitor and evaluate the performance of AGENCY to assure compliance with this Agreement.

11. INDEMNIFICATION: To the fullest extent permitted by law, AGENCY shall hold harmless, defend and indemnify CITY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including CITY property, arising from, or in connection with, the performance by AGENCY or its agents, officers and employees under this Agreement. Such indemnification obligations shall not be limited in any way by any limitation or the amount or type of damages, compensation or benefit payable by or for either party under worker's or workmen's compensation, disability benefits or other employee entitlements. This indemnification specifically includes any claims that may be made against CITY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against CITY alleging civil rights violations by AGENCY under Government

Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on CITY for AGENCY'S failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

12. CONFLICT OF INTEREST:

a. AGENCY agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interests or appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including AGENCY for this purpose, from the making of any decision on behalf of CITY in which such officer, employee or AGENCY has a direct or indirect financial interest. A violation can occur if the public officer, employee or AGENCY participates in or influences any CITY decision which has the potential to confer any pecuniary benefit on AGENCY or any business firm in which AGENCY has an interest, with certain narrow exceptions.

b. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial contract, subcontract, or agreement with respect to a CDBG-assisted activity, or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

c. AGENCY agrees that if any facts come to its attention, which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform CITY designated representative and provide all information needed for resolution of this question.

13. TERMINATION:

a. Without Cause: CITY will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. CITY will pay to AGENCY the compensation earned for work performed and not previously paid for to the date of termination. CITY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from AGENCY of any and all plans, specifications and estimates, and other documents prepared by AGENCY in accordance with this Agreement. No sanctions will be imposed.

b. With Cause: This Agreement may be terminated by either party should the other

party:

- i. be adjudged a bankrupt, or
- ii. become insolvent or have a receiver appointed, or
- iii. make a general assignment for the benefit of creditors, or
- iv. suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- v. materially breach this Agreement. Material breach includes but is not limited to AGENCY failing to perform obligations under this Agreement, and AGENCY failing to perform obligations in accordance with the PROGRAMS' time schedules set forth in STANDARD AGREEMENT.

For any of the occurrences except item v., termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the reasonable satisfaction of the non-defaulting party within fifteen (15) days of the receipt of written notice specifying the breach. If the breach is not remedied within that fifteen (15) day period, the non-defaulting party may terminate the agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a fifteen (15) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination. CITY will pay to AGENCY the compensation earned for work performed and not previously paid for to the date of termination. CITY will not pay lost anticipated profits or other economic loss, nor will CITY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination.

c. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

d. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of CITY for which AGENCY'S services are to be performed, may immediately suspend performance by AGENCY, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by AGENCY to comply with the provisions of this Agreement, until such time as the cause for

suspension is resolved, or a notice of termination becomes effective.

14. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between AGENCY and CITY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

15. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

16. NOTICES:

a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

CITY:

James P. Saso
City Administrator
P.O. Box 310
Williams, CA 95987
Phone No.: (530) 473-2955
Fax No.: (530) 473-2445

AGENCY:

Linda J. Nichols
Executive Director
1455 Butte House Road
Yuba City, CA 95993
Phone No.: (530) 671-0220 ext. 119
Fax No.: (530) 674-8505

b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

17. CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

18. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

19. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Williams, California. AGENCY waives the removal provisions of California Code of Civil Procedure section 394.

20. WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

21. EXHIBITS AND RECITALS: The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

22. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

23. FURTHER ASSURANCES: Each party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Agreement.

24. ASSURANCES OF NON-DISCRIMINATION: AGENCY shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by State or Federal law or regulation.

25. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, CITY is relying on the personal skill, expertise, training and experience of AGENCY and AGENCY'S employees and no part of this Agreement may be assigned or subcontracted by AGENCY without the prior written consent of CITY.

26. DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

27. PROFESSIONAL MANNER: AGENCY shall provide the services contemplated by the Agreement in a professional manner and quality satisfactory to the CITY.

28. DOCUMENT OWNERSHIP: All finished or unfinished documents, data, studies, computer programs, methodological explanations, surveys, models, photographs, and reports prepared by AGENCY under the Agreement shall be considered the property of the CITY. Upon completion of the services to be performed or upon termination of the Agreement, these materials shall be turned over to the CITY, provided that in any case AGENCY may, at no additional expense to the CITY, make and retain copies thereof as it desires. AGENCY further agrees to keep those materials, which may not be public records under the laws of the State of California confidential.

29. FUNDING CLAUSE: AGENCY acknowledges that CITY is dependent upon certain Federal and State funding to pay for the PROGRAMS provided for in this Agreement. AGENCY acknowledges that CITY has applied for CDBG funding, but CITY has not received an award for this project at the time this agreement is executed. If for any reason CITY is not awarded CDBG funding, this agreement is void and the AGENCY is not entitled to any compensation or damages. If CITY is awarded the CDBG funding from HCD to fund the PROGRAMS, this Agreement will become effective. If such funding is discontinued or reduced, CITY may exercise its sole discretion to reduce the amount of Housing Rehabilitation and/or Homeownership Assistance Program funds or terminate the Agreement by giving the AGENCY 30 calendar days notice of the reduction or termination.

30. IMPROPER USE OF FUNDS: To the fullest extent permitted by law, AGENCY shall hold harmless, defend and indemnify CITY from any liability, action or losses incurred by CITY as a result of AGENCY'S improper use of funds under this Agreement.

31. CLOSE-OUTS: AGENCY'S obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to CITY), and determining the custodianship of records.

32. ATTORNEY FEES: If either party shall initiate legal proceedings to enforce or construe the terms of this agreement, or for damages, the prevailing party shall be entitled to its attorney's fees.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY

Date: _____

BY: _____
James P. Saso, City Administrator

ATTEST: City Clerk
City of Williams

By: _____
Deputy Clerk

AGENCY

Date: _____

BY: _____
Linda J. Nichols, Executive Director

Approved as to Form
City Attorney

By: _____

Date: _____

61

EXHIBIT "A-1" – SCOPE OF WORK

City of Williams Housing Rehabilitation Program (PROGRAM)

NATIONAL OBJECTIVE

The purpose of the PROGRAM is to complete rehabilitation of eligible housing units located in the City of Williams. The units must be occupied by members of the Low to Moderate Income Group (LMI) as defined by the U.S. Department of Housing and Urban Development (HUD) and HCD.

PROGRAM GOALS

AGENCY shall be held to the same goals, milestones, performance measurements, and requirements as entered into by CITY in STANDARD AGREEMENT and more thoroughly explained in the grant application. AGENCY will assist CITY in the achievement of the following PROGRAM goals by the contract expiration date:

1. Complete an estimated ten (10) single-family housing rehabilitation projects as required to fully expend CITY's housing rehabilitation loan fund.

PROGRAM SERVICES

COMPENSABLE SERVICES: AGENCY will perform the following compensable services as outlined in PROGRAM GUIDELINES in implementation of PROGRAM activities.

1) Refinement of housing rehabilitation program plans, procedures and forms: subject to review and approval by CITY, AGENCY will establish, or make any necessary revisions to, the housing rehabilitation program design and procedures (including but not limited to the priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies), as well as any other necessary forms, documents or sample contracts.

2) Outreach: AGENCY will conduct sufficient advertisement of the housing rehabilitation program and other forms of outreach to ensure that enough eligible applicants participate in the program to meet the housing rehabilitation program goals.

3) Intake/assessment of eligibility: AGENCY will assist property owners and residents in the completion of applications to permit eligibility determinations for rehabilitation assistance. AGENCY will make provision for translation services to meet the needs of non-English-speaking applicants. In the event of applicants who have impaired mobility or other disabilities, AGENCY will make provisions for completing the application at the applicant's residence or other acceptable procedures for ensuring equal access to services.

Initial eligibility determination of households/structures will be made by the AGENCY on the basis of satisfaction of income requirements, the apparent need for rehabilitation measures to

correct relevant housing code or Housing Quality Standard (HQS) deficiencies, and any other pertinent criteria set forth in the approved program design.

4) Work write-ups: for each eligible unit to be assisted, AGENCY will complete a detailed work write-up of the rehabilitation to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be initialed and dated by the homeowner.

5) Solicitation and selection of contractors: AGENCY will assist approved applicants in the identification, proper solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units. AGENCY will provide forms and sample contract formats for the applicants to use in contracting with the contractors and will assist the applicant in ensuring that the description of the work contained in any contracts with contractors is accurate and complete.

6) Loan Review Committee: CITY will establish and maintain a loan review committee. The loan review committee will review all loan recommendations presented to it by the AGENCY. No loan will be made under the housing rehabilitation program without the approval of a majority of the members of the loan review committee.

7) Loan closing: With the authorization of the City Loan Review Committee, the AGENCY will execute all necessary documents and will coordinate with CITY the drawdown of funds as necessary to cover the expenses of approved applicants for activities authorized by executed loan agreements. The loan documents executed with applicants will include explicit provisions describing a) the occupancy requirements and other standards to maintain the eligibility of the CDBG expenditures and the satisfaction of the CDBG national objective, and b) the conditions and procedures under which late payment penalties, default and/or foreclosure will occur.

8) Periodic and final inspections: AGENCY will perform periodic site visits to ascertain that approved and contracted rehabilitation work is proceeding properly and satisfactorily, will authorize (with the owner's written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor.

9) Approval of contractor payments: as rehabilitation progresses and as invoices are submitted by contractors, AGENCY will verify that the expenses are reasonable and the work has been completed properly (including a sign-off by the owner), and will authorize drawdown of funds from CITY, and disbursement to the contractors.

10) Loan servicing/loan portfolio management: AGENCY will assist CITY in managing the housing rehabilitation loan portfolio through the following tasks: reviewing loan status reports provided by CITY to determine loan clients in violation of the terms of their loan, corresponding with loan recipients who are in violation of the terms of their loan, suggesting remedies to both

the CITY and loan recipient to correct any violations, and reviewing employment and income status at the request of CITY.

11) Maintenance of case files and other records: for each applicant, AGENCY will maintain case files, including application and documentation of eligibility, work write-ups, the assistance agreement between the property owner and CITY (along with repayment provisions, documentation of liens and any other forms of security), contractor selection criteria, copy of contract between owner and contractors, documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off). AGENCY will also maintain appropriate information on persons residing in the property, including a list or lists identifying persons in a project immediately before the project, after project completion, and those moving in during the project, as well as information on those displaced or temporarily relocated (per 24 CFR 570.606 and 24 CFR part 24). AGENCY will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section 7. of this Agreement.

PROJECT SCHEDULE

Unless amended by mutual written agreement by AGENCY and CITY, AGENCY will perform the described housing rehabilitation tasks and complete the rehabilitation of eligible units in a timely manner.

OTHER PROGRAM REQUIREMENTS

- 1) **Affordability provisions [24 CFR 570. 208(a)(3)]:** for activities benefiting low- and moderate-income persons, AGENCY must adopt and make public the CITY's standards for determining that for rental housing assisted under the program, the rents of units occupied by low- and moderate-income persons are "affordable."
- 2) **Davis-Bacon requirements and other Labor Standards [24 CFR 570.603]:** these statutes require the payment of prevailing wages for CDBG-assisted construction work, including construction or rehabilitation of residential property containing eight units or more, in excess of \$2000. The Contract Work Hours and Safety Standards Act also applies to such activities.
- 3) **Historic Preservation [16 U.S.C. 470 et seq. and 36 CFR Part 800]:** these requirements mandate (a) consultation with specified agencies having responsibility for historic preservation to identify properties listed (or eligible for inclusion) in the National Register of Historic Places that may be subject to adverse effects by the proposed CDBG activities, and (b) compliance with procedures or other requirements to avoid or mitigate such adverse effects.

- 4) **National Flood Insurance Program [24 CFR 570.605]:** if a community has had notice for more than a year that an area has been identified by FEMA as having special flood hazards, CDBG funds cannot be spent for acquisition or construction purposes within that area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question.

- 5) **Relocation, Real Property Acquisition, and One-For-One Housing Replacement [24 CFR 570.606]:** The acquisition of real property for a CDBG-assisted project and the displacement of any person (family, individual, business, non-profit organization or farm) as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project must comply with 24 CFR 670.606 and 49 CFR part 24. AGENCY must also conduct its CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act, as amended, or Section 104(d), as applicable. In addition, there must be a one-for-one replacement of any occupied (or vacant, occupiable) low- and moderate-income dwelling that is demolished or converted to another use in connection with a CDBG-funded activity.

- 6) **Lead-based Paint [24 CFR 570.608 and 24 CFR Part 35]:** There is a general prohibition against the use of any lead-based paint in connection with any CDBG activity involving the construction or rehabilitation of residential structures. If the structure was constructed prior to 1978, the tenants or purchasers must be notified of the hazards of lead-based paint poisoning; and, depending on the level of Federal assistance made available to the structure, paint inspection, risk assessment, treatment and/or abatement must be provided.

EXHIBIT "A-2" – SCOPE OF WORK

City of Williams Homeownership Assistance Program (PROGRAM)

NATIONAL OBJECTIVE

The purpose of the PROGRAM is to provide low-interest loans to homebuyers purchasing a home located in the City of Williams. The homebuyer(s) must be members of the Low to Moderate Income Group (LMI) as defined by the U.S. Department of Housing and Urban Development (HUD) and HCD.

PROGRAM GOALS

AGENCY shall be held to the same goals, milestones, performance measurements, and requirements as entered into by CITY in STANDARD AGREEMENT and more thoroughly explained in the grant application. AGENCY will assist CITY in the achievement of the following PROGRAM goals by the contract expiration date:

1. Close on an estimated five (5) homeownership assistance loans as required to fully expend CITY's homeownership assistance loan fund.

PROGRAM SERVICES

COMPENSABLE SERVICES: AGENCY will perform the following compensable services as outlined in PROGRAM GUIDELINES in implementation of PROGRAM activities.

1) Refinement of homeownership assistance program plans, procedures and forms: subject to review and approval by CITY, AGENCY will establish, or make any necessary revisions to, the homeownership assistance program design and procedures (including but not limited to the priorities among applicants, underwriting criteria, the limits and structure of financial assistance, and the recapture and affordability policies), as well as any other necessary forms, documents or sample contracts.

2) Outreach: AGENCY will conduct sufficient advertisement of the homeownership assistance program and other forms of outreach to ensure that enough eligible applicants participate in the program to meet the homeownership assistance program goals.

3) Completion of loan applications; underwriting assessment: AGENCY will assist homebuyers in completing loan applications, and will perform an assessment of each loan application to determine the CDBG eligibility of the loan and compliance with the appropriate CDBG national objective. Initial eligibility determination of households will be made by the AGENCY on the basis of satisfaction of income requirements, eligibility of the property being purchased, and any other pertinent criteria set forth in the approved program design.

AGENCY will complete all work necessary to determine loan feasibility including obtaining appraisal, estimates of market value, credit reports and title reports, set up of lead risk

assessment, if applicable, evaluating the financial condition of the applicant and summarizing any critical issues.

4) Loan Review Committee: CITY will establish and maintain a loan review committee. The loan review committee will review all loan recommendations presented to it by the AGENCY. No loan will be made under the homeownership assistance loan program without the approval of a majority of the members of the loan review committee.

5) Loan closing: With the authorization of the City Loan Review Committee, the AGENCY will execute all necessary documents and will coordinate with CITY the drawdown of funds as necessary to cover the expenses of approved applicants for activities authorized by executed loan agreements. The loan documents executed with applicants will include explicit provisions describing a) the occupancy requirements and other standards to maintain the eligibility of the CDBG expenditures and the satisfaction of the CDBG national objective, and b) the conditions and procedures under which late payment penalties, default and/or foreclosure will occur.

6) Loan servicing/loan portfolio management: AGENCY will assist CITY in managing the homeownership assistance loan portfolio through the following tasks: reviewing loan status reports provided by CITY to determine loan clients in violation of the terms of their loan, corresponding with loan recipients who are in violation of the terms of their loan, suggesting remedies to both the CITY and loan recipient to correct any violations, and reviewing employment and income status at the request of CITY.

7) Maintenance of case files and other records: for each applicant, AGENCY will maintain case files, including application and documentation of applicant eligibility, property eligibility, the assistance agreement between the homebuyer and CITY (along with repayment provisions, documentation of liens and any other forms of security), and any other required documentation. AGENCY will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section 7. of this Agreement.

PROJECT SCHEDULE

Unless amended by mutual written agreement by AGENCY and CITY, AGENCY will perform the described homeownership assistance program tasks in a timely manner.

EXHIBIT "B" – AGENCY BUDGET

City of Williams Housing Rehabilitation and Homeownership Assistance Programs (PROGRAMS)

ITEMIZED BUDGET

The following line item budget is the basis for determining the amount of AGENCY costs eligible for reimbursement by CITY. (See SCOPE OF WORK for a description of each reimbursable activity.)

Line Items	CDBG General Administration	CDBG Activity Delivery	Total CDBG Budget
Housing Rehabilitation Program Mgmt.	\$15,634	\$74,262	\$89,896
Homeownership Assistance Program Mgmt.	\$0	\$6,890	\$6,890
TOTAL	\$15,634	\$81,152	\$96,786

Budget amounts for General Administration and Activity Delivery are based on a maximum 23% of the Housing Rehabilitation Activity Budget of \$390,854, and a maximum 8% of the Homeownership Assistance Activity Budget of \$86,133.

Each invoice submitted to CITY by the AGENCY must include the following:

1. Running total of expenditures to date by line item for CDBG compensable services.
2. Documentation of services provided or expenditures, including copies of invoices, contracts, receipts, bills, time sheets, or other references documenting the charges billed to the CITY or incurred by AGENCY.

BUDGET ADJUSTMENTS

A budget adjustment is defined as a change in value for reimbursable line items without a change in the dollar value for reimbursable services rendered by AGENCY. CITY may consider AGENCY budget adjustments after submittal of a formal proposal, including the following documentation:

1. Progress report outlining expenditures, milestones achieved to date and any outstanding balance;
2. Proposed budget outlining projected costs for the entire duration of the contract, highlighting where actual costs are expected to differ from the original budget;
3. Explanations and justifications for changes in each line item; and
4. Plan outlining expected uses of additional funds received.

BUDGET AMENDMENTS

A budget amendment is defined as a change in value for reimbursable line items and a change in the dollar value for reimbursable services rendered by AGENCY. CITY may consider AGENCY budget amendments after submittal of a formal proposal, including the same documentation required for a budget adjustment as listed above; however, a budget amendment also requires a formal contract amendment approved in a resolution by the CITY.

CHARGE RATE SCHEDULE

AGENCY will request reimbursement for this agreement based on an actual cost for actual work basis. Reasonableness, allowability and allocability of costs not to exceed the budget noted above.

EXHIBIT "C" – PROGRAM GUIDELINES

City of Williams Housing Rehabilitation and Homeownership Assistance Programs (PROGRAMS)

Approved/Adopted Program Guidelines will be inserted here

EXHIBIT "D" – COMPLIANCE REQUIREMENTS
ALL CONTRACTS AND SUBCONTRACTS

1. **NONDISCRIMINATION CLAUSE:**

a. During the performance of this Agreement, AGENCY and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. AGENCY and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. AGENCY and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. AGENCY and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

2. **EQUAL OPPORTUNITY:**

a. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances: During the performance of this Agreement, AGENCY assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status, or religious preference, under any grant activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

b. The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

i. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible, opportunities for training and employment be given lower income

residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project. The order of priority provided by Section 3 is defined in 24 CFR 135.34(a)(2).

ii. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

iii. AGENCY will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iv. AGENCY will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that AGENCY or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless AGENCY or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

v. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon AGENCY, its successors and assigns. Failure to fulfill these requirements shall subject AGENCY, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

c. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, AGENCY assures CITY that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issues pursuant to the ADA.

3. ANTI-LOBBYING CERTIFICATION:

- a. The undersigned certifies, to the best of his or her knowledge or belief, that:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the 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;
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. AGENCY shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity and that all subrecipients shall certify and disclose accordingly.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

4. CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF AGENCY, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS: No member, officer, or employee of AGENCY, or its designees or agents, no member of the governing body of the locality in which the programs are situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the programs during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for grant activities to be performed in connection with the programs assisted under this Agreement. AGENCY shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

5. CONFLICT OF INTEREST OF CERTAIN FEDERAL OFFICIALS: No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

6. AGENCY AND SUBCONTRACTS:

a. AGENCY shall not enter into any agreement, written or oral, with any contractor without the prior determination by the State of the contractor's eligibility. A contractor or subcontractor is not eligible to receive grant funds if the contractor is not licensed in a good standing in California, or is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

b. This Agreement between CITY and AGENCY shall require AGENCY and its subcontractors, if any, to:

i. Comply with the applicable State and Federal requirements described in Attachments A and B of STANDARD AGREEMENT which pertain to, among other things, labor standards, non-discrimination, Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace.

ii. Maintain at least the minimum State-required Worker's Compensation Insurance for those employees who will perform the grant activity or any part of it.

iii. Maintain, if so required by law, unemployment insurance, disability insurance and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by AGENCY or any subcontractor in performing the grant activity or any part of it.

iv. Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of five (5) years from the date of termination of this Agreement, or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement or the STANDARD AGREEMENT and any amendments, whichever is later.

v. Permit the State, Federal government, the Bureau of State Audits, the Department of Housing and Community Development and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

7. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS: Where required, AGENCY shall comply with, and require contractors and subcontractors to comply with, each of the following:

- a. Federal, State and local regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, or any other matters applicable to this Agreement.
 - b. Sections 103 and 107 of the contract Work Hours and Safety Standards Act (40 U.S.C. 327-220) as supplemented by DOL Regulations (29 C.F.R., Part 5);
 - c. Executive Order 11246 and all implementing regulations of the DOL;
 - d. Rehabilitation Act of 1973, (24C.F.R., Part 8);
 - e. Drug-Free Workplace Act of 1990, (Calif. Govt. Code Sec. 8350 et seq.).
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
8. UNIFORM ADMINISTRATIVE REQUIREMENTS: AGENCY shall comply with all applicable uniform administrative requirements in accordance with 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," as modified by 24 CFR 570.502(a). Agency is also required to adhere to all requirements of OMB Circular A-87, "Cost Principles for State and Local Governments", and OMB Circular A-133, "Audits of State and Local Governments and non-Profit Organizations."
9. PROCUREMENT:
- a. AGENCY shall comply with CDBG Program policy concerning the purchase of equipment and shall maintain inventory records of all non-expandable personal property as defined by such policy as may be procured with CDBG funds provided herein.
 - b. AGENCY shall procure all materials, property, or services in accordance with the requirements of 24 CFR, Part 85.36, Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.
10. REVERSION OF ASSETS: Upon expiration of the STANDARD AGREEMENT, if AGENCY has any CDBG funds on hand as well as any accounts receivables attributable to CDBG funds, must be transferred to CITY. Any real property acquired with CDBG funds must be transferred to CITY upon expiration of this Agreement.
11. GRANTOR RECOGNITION: AGENCY shall ensure recognition of the role of the State CDBG Program in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition,

AGENCY will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

12. CLIENT DATA: AGENCY shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

13. DISCLOSURE: AGENCY understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of CITY'S or AGENCY'S responsibilities, with respect to services provided under this Agreement is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

EXHIBIT "E" – STANDARD AGREEMENT

City of Williams Housing Rehabilitation and Homeownership Assistance Programs (PROGRAMS)

EXHIBIT "F" – INSURANCE REQUIREMENTS

City of Williams Housing Rehabilitation and Homeownership Assistance Programs (PROGRAMS)

AGENCY shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property, which may arise from, or in connection with, performance under the Agreement by AGENCY, its agents, representatives, employees or subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than \$1,000,000.
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence.
- 3 Workers' Compensation and Employer's Liability Insurance as required by law. Deductibles and Self-Insured Retentions

B. Specific Provisions of the Certificate

1. The Certificate of Insurance for General Liability and Comprehensive Automobile Liability Insurance must meet the following requirements:
 - a. *Name the CITY, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.*
 - b. *State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by CITY shall be excess.*
 - c. *Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY.*
2. The Certificate of Insurance for Workers' Compensation must include the following waiver of subrogation:
 - a. *Waiver of Subrogation. AGENCY waives all rights against CITY and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*

C. Deductibles and Self-Insured Retentions

The CITY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California. Any waiver of these standards is subject to approval by CITY Risk Manager or CITY Risk Manager's designee.

E. Verification of Coverage

Prior to approval of this Agreement by CITY, AGENCY shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to CITY. CITY reserves the right to require certified copies of all required insurance policies at any time.

AMENDMENT #1

Date: June 18, 2014

The Intergovernmental Agency Agreement between the City of Williams (City) and the Regional Housing Authority of Sutter and Nevada Counties (Agency) is hereby amended as follows:

Section 3. "Payment for Services", the following section shall be added:

d. Other Services

- i. Agency will provide additional general administrative services and/or portfolio management services at the rate of \$63 per hour as requested by the City. This fee will be in addition to the amounts paid to the Agency under items a. City of Williams Housing Rehabilitation Program, and b. City of Williams Homeownership Assistance Program.

All other terms and conditions shall remain the same as set forth in the original Agreement.

**REGIONAL HOUSING AUTHORITY
OF SUTTER AND NEVADA COUNTIES**

By: _____

Date: _____

CITY OF WILLIAMS

By: _____

Date: _____



Regional Housing Authority of Sutter and Nevada Counties

1455 Butte House Road, Yuba City, CA 95993
Phone (530) 671-0220, Toll Free: (888) 671-0220
TTY: (866) 735-2929 Fax (530) 673-0775
Website: www.rhasnc.org

RESOLUTION 14-1331

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES AUTHORIZING KINGWOOD COMMONS APARTMENTS COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$892.50

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties operates Kingwood Commons pursuant to Section 8 regulations; and

WHEREAS, operations of Kingwood Commons includes the collection of monthly rental amounts; and

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties makes every attempt to collect outstanding balances; and

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending April 30, 2014 and is made a part of this resolution;

BE IT THEREFORE RESOLVED that the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties authorizes the Executive Director to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$892.50.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 4th day of June, 2014 by the following vote:

AYES:

NAYES:

ABSTAINED:

ABSENT:

ATTEST: _____

Linda J. Nichols,
Executive Director

(SEAL)

Kingwood Commons
 1340 Gray Avenue, Yuba City
 Collection Loss Write Off
 Period: April 2014

<u>Name</u>	<u>Apartment</u>	<u>Move In</u>	<u>Date</u>	<u>Move Out</u>	<u>Monthly Rent</u>	<u>Rent Owed</u>	<u>Late Fee's</u>	<u>Damages</u>	<u>Utilities</u>	<u>Legal Fee's</u>	<u>Total Owed</u>	<u>Payback Agreement</u>
Trent, Petrice	14	01/23/14	03/13/14	\$ 795.00	\$ -	\$ -	\$ -	\$ 892.50	\$ -	\$ -	\$ 892.50	No
					\$ 0.00	\$ 0.00	\$ 0.00	\$ 892.50	\$ 0.00	\$ 0.00	\$ 892.50	
											\$892.50	Total Write Off

Deceased *

Tenants listed with Payback Agreement's failed to honor the Agreement.

Utility costs incurred by PHA from tenant move-in date until transferred to tenant's name. Those charges are then billed to the tenant.

Exhibit A



Regional Housing Authority of Sutter and Nevada Counties

1455 Butte House Road, Yuba City, CA 95993
Phone (530) 671-0220, Toll Free: (888) 671-0220
TTY: (866) 735-2929 Fax (530) 673-0775
Website: www.rhasnc.org

RESOLUTION 14-1332

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES AUTHORIZING MENTAL HEALTH -TEESDALE COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$351.30

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties operates housing in conjunction with the Yuba-Sutter Mental Health; and

WHEREAS, operations of this housing includes the collection of monthly rental amounts; and

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties makes every attempt to collect outstanding balances; and

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending April 30, 2014 and is made a part of this resolution;

BE IT THEREFORE RESOLVED that the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties authorizes the Executive Director to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$351.30.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 4th day of June, 2014 by the following vote:

AYES:
NAYS:
ABSTAINED:
ABSENT:

ATTEST:

Linda J. Nichols,
Executive Director

(SEAL)

H:Reso\14-1332

83

**Teesdale - Yuba City
Collection Loss Write Off
Period: April 2014**

<u>Name</u>	<u>Address</u>	<u>Move In</u>	<u>Date</u>	<u>Move Out</u>	<u>Monthly Rent</u>	<u>Rent Owed</u>	<u>Late Fee's</u>	<u>Damages</u>	<u>Utilities</u>	<u>Legal Fee's</u>	<u>Total Owed</u>	<u>Payback Agreement</u>
Vasquez, Carlos	517 Teesdale, #C	11/01/12	08/15/13	\$ 423.00	\$ -	\$ -	\$ -	\$ 351.30	\$ -	\$ -	\$ 351.30	No
					\$ -	\$ -	\$ -	\$ 351.30	\$ -	\$ -	\$ 351.30	Total Write Off

Tenants listed with Payback Agreement's failed to honor the Agreement.

Utility costs incurred by PHA from tenant move-in date until transferred to tenant's name. Those charges are then billed to the tenant.



Regional Housing Authority of Sutter and Nevada Counties
1455 Butte House Road, Yuba City, CA 95993
Phone (530) 671-0220, Toll Free: (888) 671-0220
TTY: (866) 735-2929 Fax (530) 673-077
Website: www.rhasnc.org

RESOLUTION 14-1333

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES AUTHORIZING LOW INCOME HOUSING COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$5,442.30

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties operates low-income housing projects CA 48-1, CA 48-2, CAL 48-4 and CAL 48-5 pursuant to U.S. Department of Housing and Urban Development annual contributions contract SF-211; and

WHEREAS, operations of low-income housing includes the collection of monthly rental amounts; and

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties makes every attempt to collect outstanding balances; and

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending April 30, 2014 and is made a part of this resolution;

BE IT THEREFORE RESOLVED that the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties authorizes the Executive Director to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$5,442.30.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 4th day of June, 2014 by the following vote:

AYES:
NAYS:
ABSTAINED:
ABSENT:

ATTEST: _____
Linda J. Nichols
Executive Director

(SEAL)

**Public Housing
Collection Loss Write Off
Period: April 2014**

<u>Name</u>	<u>Address</u>	<u>Move In</u>	<u>Date</u> <u>Move Out</u>	<u>Monthly</u> <u>Rent</u>	<u>Rent</u> <u>Owed</u>	<u>Late</u> <u>Fee's</u>	<u>Damages</u>	<u>Utilities</u>	<u>Legal</u> <u>Fee's</u>	<u>Total</u> <u>Owed</u>	<u>Payback</u> <u>Agreement</u>
Hilton, Teresa *	2750 Date St., #46	01/16/14	03/03/14	\$ 213.00	\$ 128.00	\$ -	\$ 339.00	\$ -	\$ -	\$ 467.00	No
Zwaschka-Blansfield, Deborah	2750 Date St., #20	11/05/12	03/12/14	\$ 206.00	\$ -	\$ -	\$ 188.00	\$ -	\$ -	\$ 188.00	No
Martinez, Christina	358 Samuel, YC	06/01/09	01/02/14	\$ 485.00	\$ 2,103.00	\$ 40.00	\$ 2,644.30	\$ -	\$ -	\$ 4,787.30	Yes
					\$ 2,231.00	\$ 40.00	\$ 3,171.30	\$ -	\$ -	\$ 5,442.30	Total Write Off

Deceased *

Tenants listed with Payback Agreement's failed to honor the Agreement.

Utility costs incurred by PHA from tenant move-in date until transferred to tenant's name. Those charges are then billed to the tenant.

Exhibit A

86



Regional Housing Authority of Sutter and Nevada Counties
1455 Butte House Road, Yuba City, CA 95993
Phone (530) 671-0220, Toll Free: (888) 671-0220
TTY: (866) 735-2929 Fax (530) 673-0775
Website: www.rhasnc.org

RESOLUTION 14-1334

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES AUTHORIZING RURAL DEVELOPMENT COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$1.00

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties operates farm work housing project Phases I, II and III pursuant to Rural Development regulations; and

WHEREAS, operations of farm work housing includes the collection of monthly rental amounts; and

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties makes every attempt to collect outstanding balances; and

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending April 30, 2014 and is made a part of this resolution;

BE IT THEREFORE RESOLVED that the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties authorizes the Executive Director to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$1.00.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 4th day of June, 2014 by the following vote:

AYES:
NAYS:
ABSTAINED:
ABSENT:

ATTEST:

Linda J. Nichols,
Executive Director

(SEAL)

H:Reso\14-1334

87

**Rural Development Properties
Collection Loss Write Off
Period: April 2014**

<u>Name</u>	<u>Address</u>	<u>Move In</u>	<u>Date</u>	<u>Move Out</u>	<u>Monthly Rent</u>	<u>Rent Owed</u>	<u>Late Fee's</u>	<u>Damages</u>	<u>Utilities</u>	<u>Legal Fee's</u>	<u>Total Owed</u>	<u>Payback Agreement</u>
Williams, Daniel *	9400 Larkin Rd, #6D, L.O.	12/10/10	03/10/14	\$ 730.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ -	\$ 1.00	No
				\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ -	\$ 1.00	
											\$ 1.00	Total Write Off

Tenants listed with Payback Agreement's failed to honor the Agreement.

Utility costs incurred by PHA from tenant move-in date until transferred to tenant's name. Those charges are then billed to the tenant.

Deceased *

Exhibit A

88

Resolution 14-1335

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or Annual PHA Plan for the PHA fiscal year beginning 4/2014, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Regional Housing Authority
of Sutter and Nevada Counties

PHA Name

CA048

PHA Number/HA Code

____ 5-Year PHA Plan for Fiscal Years 20____ - 20____

Annual PHA Plan for Fiscal Years 2014 - 2015

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date

Civil Rights Certification

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 Expires 4/30/2011

Resolution 14-1336

Civil Rights Certification**Annual Certification and Board Resolution**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Regional Housing Authority of Sutter and Nevada Counties

CA 048

 PHA Name

 PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)	
Name of Authorized Official	Diane Hodges
Title	Chairperson, Regional Housing Authority of Sutter and Nevada Counties
Signature	Date



Regional Housing Authority of Sutter and Nevada Counties

1455 Butte House Road, Yuba City, CA 95993
Phone: (530) 671-0220, Toll Free: (888) 671-0220
TTY: (866) 735-2929, Fax: (530) 673-0775
Website: www.rhasnc.org

RESOLUTION 14-1337

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES APPROVAL OF THE FLAT RENTS FOR LOW INCOME PUBLIC HOUSING

WHEREAS, the Regional Housing Authority of Sutter & Nevada Counties (RHASNC) owns and manages 173 units of Public Housing; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires that all flat rents be set at no less than 80 percent of the applicable Fair Market Rent (FMR) adjusted, if necessary, to account for reasonable utilities costs; and

WHEREAS, RHASNC will place a cap on any increase in a family's rental payment that exceeds 35 percent, and is a result of changes to the flat rental amount; and

WHEREAS, RHASNC will present two rent options to the family as follows:

- The lower of the product of the calculation and the updated flat rental amount; and
- The income-based rent;

WHEREAS, the Board of Commissioners of RHASNC has reviewed the information submitted;

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties that:

1. The information provided in the Flat Rent Calculation is true and accurate.
2. There was a qualifying change in the Fair Market Rents.
3. New Flat Rents per the calculation should be implemented effective August 1, 2014 which are as follows:

The Housing Authority is an equal opportunity employer and housing provider.

92

Richland Housing							
Bedrooms	0	1	2	2 BR Non Rehabbed	3	4	5
Rent	377	461	579	582	851	1010	1173

River City Manor	
Bedrooms	1
Rent	455

Date Street		
Bedrooms	1	2
Rent	450	578

This Resolution was approved at the Regular Meeting of the Board of Commissioners on June 4, 2014 by the following vote:

- AYES:
- NAYS:
- ABSTAINED:
- ABSENT:

ATTEST: _____
Diane Hodges, Chairperson

(SEAL)

REGIONAL HOUSING AUTHORITY
OF SUTTER COUNTY AND NEVADA COUNTIES

STAFF REPORT

Date: June 4, 2014
 To: Board of Commissioners
 From: Raj Samra, Chief of Maintenance

SUBJECT: Maintenance and Operations
 RECOMMENDATION: None
 FISCAL IMPACT: Not applicable

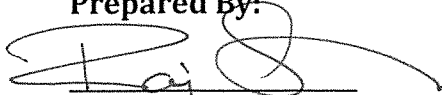
Department Update:

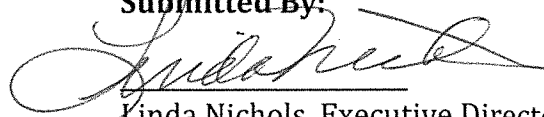
- Total work orders for January – March 2014 were 888 , break down as follows:
 - Pending 5
 - Cancelled 4
 - Scheduled 1
 - Completed 878
 - (Completed HQS: 85)
 - (Completed Turn Over's: 20)

- Work Orders by Priority were:
 - Emergencies 196
 - Routine 654 (61 pest work orders)
 - Scheduled 9
 - Turn Over's 29

- Total number of Work Orders & Turn Over's by Projects:

	bve	ca	date	devonsh	h2f	joann	kc	Lc-35	mp	mh-tee	nsp	oms/cwc	percy	rd	rich-02	tc	tp	tt	yolo	TOTAL
Work Orders	47	18	47	1	35	50	80	36	36	44	33	5	11	126	226	56	1	0	7	859
Turn Over's	0	0	3	0	3	2	4	NA	4	2	2	0	2	4	2	1	NA	0	0	29

Prepared By:

 Raj Samra, Chief of Maintenance

Submitted By:

 Linda Nichols, Executive Director

**REGIONAL HOUSING AUTHORITY
OF SUTTER & NEVADA COUNTIES**

STAFF REPORT

Date: June 4, 2014
 To: Board of Commissioners
 From: Jeni Bobadilla, Chief of Housing Services

SUBJECT: Quarterly Occupancy (Q1) report for quarter ending March 31, 2014

RECOMMENDATION: None

FISCAL IMPACT: Budget based allocations per funding sources

Housing and Urban Development (HUD) Funded Programs:

Development/Program	Units Available	January	February	March
HCV/Section 8 **(Sutter-829 includes 49 Project Based Vouchers) Nevada-295 Colusa-36)	Budget Based Allocation	Total-1015 Sutter-737 Nevada-250 Colusa-28	Total-1002 Sutter-727 Nevada-248 Colusa-27	Total-989 Sutter-719 Nevada-243 Colusa-27
HCV Port-In Administered	N/A	17	19	20
Public Housing	173	170	170	168

United States Department of Agriculture (USDA)/Rural Development:

Development	Units Available	January	February	March
USDA/Farm Labor	180	133	136	136
Centennial Arms	21	13	12	13
Butte View	32	29	30	30

Office of Migrant (OMS) Services

Development	Units Available	January	February	March
Migrant Center	78	47	31	16

Local Camp 35 (LC35):

Development	Units Available	January	February	March
Transitional Trailer	1	1	1	1
Trailer Park	9	9	9	9

RHASNC Owned and/or Managed Affordable Housing Properties:

Development	Units Available	January	February	March
Kingwood Commons	64	57	57	55
Percy Avenue	8	7	6	6
Homes2Families	18	17	16	15
MH-Teesdale-SRO's	6	4	4	4
MH-814 F-SRO's	10	9	8	8
Neighborhood Stabilization Program	11	11	11	11

Sutter Community Affordable Housing/Non-Profit

Development	Units Available	January	February	March
Town Center	28	28	28	27
Yolo-Heiken	5	5	5	5

Commercial Space

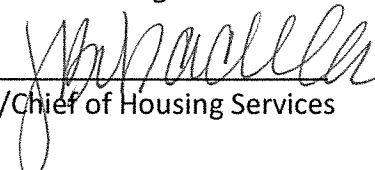
	Units	January	February	March
Miles Market	1	1	1	1
YCUSD-Bernard	1	1	1	1
Del Norte	1	1	1	1

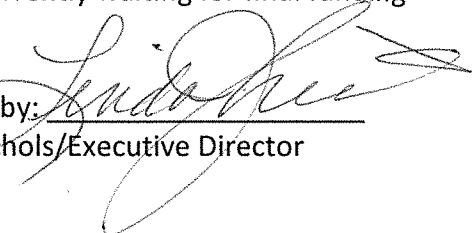
Comments:**Housing Choice Voucher Program:**

HUD has RHASNC's listed as receiving a total of 1160 vouchers. Due to Sequestration in 2013 this is contradictory to what the actual budget will allow. On a positive note, the Housing Choice Voucher Program is leasing as of April 2014. RHASNC intends to be fully leased by the end of 2014.

USDA Rural Development:

The units continue to be scheduled for rehab and families are transitioning from one building to another as the rehab progresses. We are currently waiting for final funding to complete the remaining units.

Prepared by: 
Jeni Bobadilla/Chief of Housing Services

Submitted by: 
Linda J. Nichols/Executive Director