YOLO COUNTY HOUSING

AGENDA

REGULAR MEETING

July 24, 2019

PLEASE NOTE TIME 3:00 p.m.

YOLO COUNTY HOUSING
HOUSING COMMISSION

WILL ARNOLD
RICHARD LANSBURGH
PIERRE NEU
BABS SANDEEN
GARY SANDY
KAREN VANDERFORD
JOE WALTERS

BOARD OF SUPERVISORS CHAMBERS
625 COURT STREET, ROOM 206
WOODLAND, CALIFORNIA 95695

LISA A. BAKER
CHIEF EXECUTIVE OFFICER

HOPE WELTON
AGENCY COUNSEL

Reminder: Please turn off cell phones.

CALL TO ORDER

1. Pledge of Allegiance.

2. Consider approval of the agenda.

3. Public Comment: Opportunity for members of the public to address the Housing Authority on subjects not otherwise on the agenda relating to Housing Authority business. The Board reserves the right to impose a reasonable limit on time afforded to any topic or to any individual speaker.

PRESENTATIONS

4. Presentation - Family Self Sufficiency Graduate, Dasha Fields

5. Presentation - New Employee Brenda Zazueta, Las Casitas Computer Learning Center Coordinator

6. Presentation - Yolo Resilience Collaborative (YRC) Heat Resilience Planning Toolbox

CONSENT AGENDA

7. Review and Approve the Minutes of June 19, 2019

8. Review and Approve Intergovernmental Agreement for Grants Management for the City of Davis (Baker, Brock)

9. Review and Approve Intergovernmental Agreement for Grants with the City of Winters (Baker, Brock)

REGULAR AGENDA

10. Receive and File Accomplishments Report for Sutter Getting to Zero Program with the City of Davis (Holt, Blackstock)

11. Receive verbal report from CEO on status of telephony system

12. Consideration by Board of Strategic Planning Session at August meeting

13. Receive Comments from CEO

14. Receive Comments from Commissioners

LONG RANGE CALENDAR

15.

August 14, 2019	
Mid-Year Review of Accomplishments	Presentation
Low Loss Achievement Award	Presentation
Agency Plan Substantial Amendment	Public Hearing
SEMAP Certification	Consent
Auditors governance notice	Consent
Intergovernmental agreement with County of Yolo	Consent
Individual Resident Relief Policy From Excess Utility Charges	Regular
(Possible) Strategic Planning Session	
September 18, 2019	
Destruction of Records	Consent
70th Anniversary Planning Concept	Regular
October 23, 2019	
Flat rent update	Consent
1st Quarter write offs	Consent
Unaudited Year End Financials 2018-2019	Regular
November 2019	
NONE	
December 2019	
1st Quarter Financials	Regular
Generator Ribbon Cutting	Off site
70th Anniversary Annual Plan and Resolution	Regular - may move to 1/20

ADJOURNMENT

Next meeting is August 14, 2019 at 3:00 p.m.

I declare under penalty of perjury that the foregoing agenda was posted by Friday, July 19, 2019 by 5:00 p.m. at the following places:

- On the bulletin board at the east entrance of the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California; and
- On the bulletin board outside the Board of Supervisors Chambers, Room 206 in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California; and
- On the bulletin board of Yolo County Housing, 147 West Main Street, Woodland, California.
- On the Yolo County website: www.yolocounty.org.

Julie Dachtler, Clerk of the Board

By:_____
Clerk

NOTICE

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting should telephone or otherwise contact the Clerk of the Board as soon as possible and at least 72 hours prior to the meeting. The Clerk of the Board may be reached at (530) 666-8195 or at the following address:

Yolo County Housing
c/o Clerk of the Board of Supervisors
County of Yolo
625 Court Street, Room 204, Woodland, CA 95695

Yolo County Housing **7.**

Meeting Date: 07/24/2019

Information

SUBJECT

Review and Approve the Minutes of June 19, 2019

Attachments

Att. A. June 19, 2019 Minutes

Form Review

Form Started By: Julie Dachtler Started On: 07/19/2019 09:51 AM

Final Approval Date: 07/19/2019

Yolo County Housing
Yolo County, California

June 19, 2019

MINUTES

The Yolo County Housing met on the 19th day of June, 2019, in regular session in its Chambers in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California at 3:00 p.m.

Present: Will Arnold; Richard Lansburgh; Pierre Neu; Gary Sandy; Karen Vanderford; Joe Walters

Absent: Babs Sandeen

Staff Present: Lisa Baker, CEO
Hope Welton, Agency Counsel
Janis Holt, General Director
Julie Dachtler, Clerk

CALL TO ORDER

1. Pledge of Allegiance.

2. Consider approval of the agenda.

> Minute Order No. 19-29: Approved agenda as submitted.
>
> MOTION: Sandy. SECOND: Neu. AYES: Arnold, Neu, Sandy, Vanderford, Walters. ABSENT: Lansburgh, Sandeen.

3. Public Comment: Opportunity for members of the public to address the Housing Authority on subjects not otherwise on the agenda relating to Housing Authority business. The Board reserves the right to impose a reasonable limit on time afforded to any topic or to any individual speaker.

There was no public comment.

PRESENTATIONS

4. Presentation - Certificate of Graduation from Family Self Sufficiency to Amy Howering

Isaac Blackstock presented the Certificate of Graduation from Family Self Sufficiency to Amy Howering.

5. Presentation - New Employee Polette Gonzalez and Contractor Mary Smith

General Director Janis Holt presented new employee Polette Gonzalez and Contractor Mary Smith.

CONSENT AGENDA

Minute Order No. 19-30: Approved Consent Agenda Item Nos. 6 and 7.

MOTION: Lansburgh. SECOND: Walters. AYES: Arnold, Lansburgh, Neu, Sandy, Vanderford, Walters. ABSENT: Sandeen.

6. Review and Approve the Minutes of May 22, 2019

Approved the minutes of May 22, 2019 on Consent.

7. Ratify Resolution Recognizing the Service of Hermanos Macehual to Yolo County Housing (Baker)

Approved **Resolution No. 19-05** on Consent.

REGULAR AGENDA

8. Receive Report on YCH Collections Process and Credit Reporting (Dogias, Gillette)

Received report on YCH Collections Process and Credit Reporting.

9. Review and Approve Resolution Adopting FY 2019 - 2020 Annual Budget and Receive Third Quarter Financial Report for FY 2018-2019 (Gillette, Baker)

Minute Order No. 19-31: Took the following action:

a. Adopted FY 2019-2020 budget for Yolo County Housing (YCH) by **Resolution No. 19-06**;

b. Executed the HUD-52574 PHA Board Resolution Approving Operating Budget; and

c. Authorized the CEO to move forward with obtaining a line of credit in a not to exceed amount of $250,000 line of credit from First Northern Bank of Dixon to better address periodic cash flow needs for the Agency.

MOTION: Sandy. SECOND: Neu. AYES: Arnold, Lansburgh, Neu, Sandy, Vanderford, Walters. ABSENT: Sandeen.

10. Review and Approve Resolution and Proposed Replacement Agreement Authorization for Development of Six Lots Known as Countrywest II for affordable homeownership for farmworkers (Baker)

Minute Order No. 19-32: Approved recommended action by **Resolution No. 19-07**.

MOTION: Neu. SECOND: Walters. AYES: Arnold, Lansburgh, Neu, Sandy, Vanderford, Walters. ABSENT: Sandeen.

11. Receive Comments from CEO

Received the following comments from CEO Lisa Baker:

- Shared the good news of the No Place Like Home Grant for joint venture with Mercy in West Sacramento, to which Commissioner Sandy made a comment of the good fortune we have received it.
- Excited to note that the hearing for SB 29 was held today at the Capital, a bill which would remove discrimination from housing voucher holders and encouraged support from the cities and the County.

12. Receive Comments from Commissioners

No comments from the Commissioners.

ADJOURNMENT

Next meeting is July 24, 2019 at 3:00 p.m.

Yolo County Housing **8.**

Meeting Date: 07/24/2019

Information

SUBJECT

Review and Approve Intergovernmental Agreement for Grants Management for the City of Davis (Baker, Brock)

Attachments

Staff Report

Att. A. Agreement

Form Review

Form Started By: Julie Dachtler Started On: 07/19/2019 09:53 AM

Final Approval Date: 07/19/2019

Yolo County Housing

147 W. Main Street Woodland: (530) 662-5428
WOODLAND, CA 95695 Sacramento: (916) 444-8982
TTY: (800) 545-1833, ext. 626

DATE: July 24, 2019

TO: YCH Housing Commission

FROM: Lisa A. Baker, Chief Executive Officer

PREPARED BY: Colleen Brock, Senior Grants Management Analyst

SUBJECT: **Approve and Approve Intergovernmental Agreement with City of Davis**

RECOMMENDED ACTION

That the Housing Commission:
Approve and authorize the CEO to implement a new Intergovernmental Agreement for Grants Management Services for Affordable Housing and Community Development Programs and Projects with the City of Davis, subject to final review and approval by Agency Counsel.

BACKGROUND/DISCUSSION

Since 2016, the City of Davis has had an Intergovernmental contract with Yolo County Housing (YCH) to provide technical assistance and guidance in managing and executing funding and programs through Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program received through the U.S. Department of Housing and Urban Development, as well as with the Affordable Housing program for the City.

Normally, in the receipt of federal funding, federal Procurement Guidelines from the Office of Management and Budget (OMB) for contracting for Professional Services require a jurisdiction to utilize an RFP/RFQ process for the selection of the service provider. However, under OMB rules, Intergovernmental Agreements are exempt from this requirement, and jurisdictions are encouraged to use intergovernmental

agreements as a streamlining and cost efficiency mechanism, as long as federal administration requirements are part of the agreement and embedded in the contract language.

As the most recent contract expires June 30, 2019, the City of Davis City Council has authorized the City to enter into a new agreement with YCH to provide said services under a shared Intergovernmental Services agreement dated July 1, 2019 to June 30, 2022.

ACCOMPLISHMENTS

Over the last three years YCH has worked with the City to:

- Achieve a “no findings” HUD audit spanning 2 fiscal years.
- Annually manage Public Service programs/ funds for 12-14 non-profit organizations in 19 critical needs activities (i.e. healthcare, homelessness prevention, emergency shelter, food, seniors services, etc), which serves over 5,000 low and moderate income residents.
- Written the City’s Annual Consolidated Action Plan and year end CAPER reports.
- Maintained the City’s federal Integrated Disbursement and Information System (IDIS).
- Write, manage and receive releases for required environmental reviews through the National Environmental Protection Act (NEPA) for each program and project.
- Manage funding/oversight of rehabilitation construction of five existing multi-family rental apartment complexes (63 units) owned by CHOC and Mutual Housing.
- Manage funding/oversight of one new multi-family rental apartment complex (62 units).
- Manage funding/oversight of City activities such as accessibility of public facilities, parks, streets and sidewalks, audibles for crosswalks and a fair housing program serving over 2,300 people.
- Assist City with sale and documentation processing of 20 affordable ownership units.
- Annually monitor and inspect an average of 15 affordable rental properties, program files and conduct required unit inspections.

FISCAL IMPACT

Total contract revenue for YCH is in an amount not to exceed $189,000 annually.

CONCLUSION

We are pleased to continue our strong relationship with the City of Davis and City Council to assist them in meeting their community's housing and community development goals.

Attachments:

Intergovernmental Agreement with City of Davis and related Exhibits

Agreement No. _____

Intergovernmental Agreement for Affordable Housing Services Between the City of Davis and Housing Authority of the County of Yolo

(Draft subject to final approval by City and Agency Counsel)

This agreement is made this 1st day of July, 2019 by and between the **CITY OF DAVIS**, a political subdivision of the State of California ("City") and the **HOUSING AUTHORITY OF THE COUNTY OF YOLO**, dba Yolo County Housing, a public body corporate and politic ("YCH") (collectively with City, the "parties").

RECITALS

WHEREAS, the City participates in various affordable housing programs within the State of California and federally through the U.S. Department of Housing and Community Development, and receives funding following the approval of City grant applications; and

WHEREAS, YCH administers a variety of public housing programs within Yolo County and it has substantial expertise in local affordable housing programs and other relevant housing and social service-related matters; and

WHEREAS, the City would like YCH to assist in the management and administration of the City's affordable housing program and provide a range of related services, as set forth more specifically below; and

WHEREAS, under Federal procurement guidelines set forth in 24 CFR Section 85.36, public entity interagency contracts for common supplies and services are encouraged and such contracts are exempt from the competitive procurement requirements that otherwise apply under guidelines;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

AGREEMENT

1. **Services to be Provided by YCH**. During the term of this Agreement, YCH will undertake all the following services in a professional, responsible and competent manner: Serve as the Consultant to the City of Davis, managing the Affordable Housing and Grants programs, as requested in writing by the City. In this capacity, YCH will provide program planning and grants management, oversee project delivery and compliance requirements, meet reporting requirements, as well as provide collaborative technical assistance and expertise in researching, writing and planning for

the Affordable Housing and Grants Programs, all as outlined in **Exhibit A** and as authorized by the City. Notwithstanding the foregoing, for all existing (including housing loan funds and program income funds) and future grants that are within the scope of this agreement, the City and its City Manager shall retain responsibility for accounting and other fiscal aspects of grant management, including but not limited to housing loan funds and program income funds for accounts related to the Affordable Housing and Grants Program.

The City may also request that YCH assume similar management responsibilities for other City programs relating to Affordable Housing and Grants during the term of this Agreement. If YCH accepts such responsibilities, **Exhibit A** shall be amended to describe the nature and extent of the additional responsibilities assumed by YCH. Such an amendment may be approved by the City Manager (or designee) and the Chief Executive Officer of YCH provided that any amendment that would result in compensation to YCH in excess of the not to exceed amount set forth below must be approved by the City Council.

a. City's Representative. The City hereby designates the City Manager to act as its representative for the performance of this Agreement. The City Manager shall have the power to act on behalf of the City for all purposes under this Agreement.

b. YCH's Representative. YCH hereby designates Lisa Baker, to act as its representative for the performance of this Agreement. YCH's Representative shall serve as the City's primary source of contact for carrying out performance under this Agreement and shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement.

2. Compensation and Expenses to Be Paid by the City of Davis. In addition to the Payment methods set forth in Section 4, below, for the professional services provided during the term of this Agreement, services provided by YCH will be billed as described in **Exhibit A**.

3. City Staff. The allocation of responsibilities between the parties is described in **Exhibit A** for the grants, programs and other matters covered by this Agreement. Exhibit A may be augmented by the parties from time to time to include other work that YCH assists with at the City's request, each of which shall constitute an approved Scope of Work.

Generally, the City will continue to have a role in the administration and management of Affordable Housing and Grants covered by this Agreement. YCH will provide only those services requested by the City, consistent with **Exhibit A**.

4. Payment for Services.

A. Lump Sum Payment. If a project or task indicates lump sum payment, then YCH shall be compensated for work performed or services provided under the Agreement on a lump sum basis for each task as described in an approved Scope of Work, or in any addenda attached and made part of the Agreement, by making periodic or progress payments upon completion of each task or item of work.

Within fifteen (15) calendar days of the receipt of YCH's invoice (addressed as indicated in subsection B, below) and accompanying deliverable(s) or other satisfactory evidence of performance (such as a written progress report), the City shall either authorize payment for services performed or advise YCH in writing of any concerns that it has with the invoice and any need for further documentation. The City shall use reasonable efforts to ensure that it processes payment of each invoice with thirty (30) calendar days after payment of an invoice is approved. The parties acknowledge and agree that the invoicing and payment process described in this Section is different from the process that the City will follow in obtaining reimbursement from grant funders.

B. Periodic or Monthly Reimbursement Payment. If a project or task indicates periodic reimbursement based on invoices, then YCH shall be compensated for work performed or services provided via regular invoice in the following manner. See **Exhibit A.**

At the time specified in an approved Scope of Work or, if no time is specified, on a monthly basis, YCH will submit an invoice to the City for services rendered under the Agreement to the following address:

City of Davis
Attention: City Manager
23 Russell Boulevard
Davis, CA 95616

The invoice submitted pursuant to this Section shall show the Agreement number, if any, hours worked by each person who performed services during the billing period allocated in one-quarter of an hour increments, the hourly rate of pay for each person who performed services, the dates on which the services were performed, a description of the services performed, and such other information as the City may reasonably require.

Within fifteen (15) calendar days of receipt of YCH's invoice, the City shall either authorize payment for services performed or advise YCH in writing of any concerns that it has with the invoice and any need for further documentation. The City shall use

reasonable efforts to ensure that it processes payment of each invoice with thirty (30) calendar days after payment of an invoice is approved.

5. Applicable Laws. In the performance of the services covered by this Agreement, YCH shall comply with all applicable laws, including those set forth in **Exhibit B**.

6. Indemnification/Hold Harmless. YCH shall indemnify, defend, and hold harmless the City of Davis, its City Council, officials, consultants, agents, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, including reasonable attorney's fees, arising from YCH's performance of this Agreement, with the exception of matters that are based upon the negligent or intentional acts or omissions of the City, its City Council, officials, consultants, agents and employees.

The City shall indemnify, defend, and hold harmless YCH, its board, commission, officials, consultants, agents, and employees from and against any and all loss, damages, liability claims, suits, costs and expenses, including reasonable attorneys' fees arising from the City's performance of this Agreement, with the exception of, and in proportion to, matters that are based on the negligent or intentional acts or omissions of YCH, its board, commission, officials, consultants, agents, and employees.

7. Insurance. On or before the commencement of the term of this Agreement, each party shall furnish to the other party certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage. Such certificates, which do not limit each party's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the [insert name of other party] by certified mail." It is agreed that each party shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to the other party and licensed to do insurance business in the State of California. Endorsements naming the other party as additional insured shall be submitted with the insurance certificates.

A. Coverage. Each party shall maintain the following insurance coverage:

(i) Workers' Compensation: Statutory coverage as required by the State of California.

(ii) Liability: Commercial general liability coverage in the following minimum limits:

Bodily Injury:	$1,000,000	each occurrence
	$2,000,000	aggregate-all other
Property Damage:	$1,000,000	each occurrence
	$2,000,000	aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of $1,000,000 will be considered equivalent to the required minimum limits shown above.

(iii) Automotive: Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:	$1,000,000	each occurrence
	$2,000,000	aggregate-all other
Property Damage:	$1,000,000	each occurrence
	$2,000,000	aggregate-all other
or		
Combined Single Limit:	$1,000,000	each occurrence

B. Subrogation Waiver. Each party agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, it shall look solely to its insurance for recovery. YCH hereby grants to the City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either YCH or the City with respect to the services of YCH herein, a waiver of any right to subrogation, which any such insurer of said YCH may acquire against the City by virtue of the payment of any loss under such insurance. The City hereby grants to YCH, on behalf of any insurer providing comprehensive general and automotive liability insurance to either YCH or the City with respect to the services of the City herein, a waiver of any right to subrogation, which any such insurer of said City may acquire against YCH by virtue of the payment of any loss under such insurance.

C. Failure to Secure. If a party at any time during the term hereof should fail to secure or maintain the foregoing insurance, the non-compliant party shall be

permitted to obtain such insurance in the non-compliant party's name or as an agent of the non-compliant party and shall be compensated by the non-compliant party for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. Additional Insured. The City, its City Council, officers, and employees shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. YCH, its board, officers, and employees shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

8. Term. The term of this Agreement shall begin on July 1, 2019. The term shall end or be extended based on exact dates noted in **Exhibit A**. Thereafter, the Agreement may be renewed by the parties, based on a mutually agreeable schedule of costs and tasks.

9. Termination of Agreement. This Agreement may be terminated by either party at any time for convenience by giving the other party ninety (90) calendar days advance written notice. Upon termination, YCH shall promptly submit its final invoice(s) to the City.

10. Notice. During the term of this Agreement, all notices shall be made in writing and either served personally, sent by first class mail, or sent by facsimile provided confirmation of delivery is obtained at the time of facsimile transmission, addressed as follows:

To: YCH

Yolo County Housing
Attention: Chief Executive Officer
147 W. Main Street
Telephone Number: (530) 662-5428
Fax Number: (530) 662-5429

To City of Davis:

City of Davis
Attention: City Manager
23 Russell Boulevard
Davis, CA

Telephone Number: (530) 757-5602
Fax Number: (530) 758-0204

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

Service of notices shall be deemed complete on the date of receipt if personally served or if served using facsimile machines provided confirmation of delivery is obtained at the time of facsimile transmission. Service of notices sent by first class mail shall be deemed complete on the fifth (5th) day following deposit in the United States mail.

11. Assignment and Subcontracting. The services and obligations required of YCH under this Agreement are not assignable in whole or in part. In addition, YCH shall not subcontract any portion of the services required of it by this Agreement without the express written consent of the City.

12. Governing Law. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a court of competent jurisdiction located in Woodland, California.

13. Severability. If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

14. Amendment. Except as otherwise expressly provided in Section 1, above, this Agreement and the exhibits hereto may only be amended in writing signed by both parties, and any purported amendment shall be of no force or effect. This Agreement may be amended to both extend the term and conditions, as well as to add tasks. YCH will not begin new tasks without express written permission of the City.

15. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the City and YCH and supersedes all prior negotiations, representations, or agreements, whether written or oral.

[Signatures on following page]

SIGNATURE PAGE FOR INTERGOVERNMENTAL AGREEMENT
Between the City of Davis and Yolo County Housing

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the day and year first above written.

CITY OF DAVIS, A Municipal Corporation of the State of California

By: _____
Michael Webb
City Manager

APPROVED AS TO FORM:

_____
HARRIET A. STEINER
City Attorney

YOLO COUNTY HOUSING, A Public Entity Both Corporate and Politic of the State of California

Tax I.D. Number: _____

DUNS #_____

By: _____
Lisa A. Baker
Chief Executive Officer

EXHIBIT A

Intergovernmental Agreement

Services, Costs and Term

Services to be Provided

General:

YCH shall be responsible for assisting in identifying needs and strategic goals with the City in a collaborative manner and providing technical assistance on grant search and eligibility. Staff shall be responsible for applying for grants on behalf of the City, as directed by City, to further City strategic objectives, especially for low to lower income populations.

YCH will maintain appropriate files, including grant files, contract files, loans, and labor compliance and will be responsible for periodic required reporting to funders including HUD. YCH will maintain required compliance reporting files.

YCH will provide on-site staff services at a minimum of 2 days with a total of 8 hours per week to manage office and phones, attend meetings and meet with City staff.

YCH will assist in setting project delivery and milestone requirements and will monitor projects for compliance and authorize payment distribution in accordance with milestones, deliverables and grant requirements. Actual payment will be made through the City's financial system in accordance with City procedures.

YCH will either provide direct labor compliance services, or with approval from the City, select an approved third party to provide services *in* cases where there are multiple simultaneous projects.

YCH shall provide project testing and compliance monitoring as necessary and required to ensure that projects are completed in accordance with grant requirements and maintain documentation of same. This shall be at least one time per project unless another, more stringent requirement applies.

YCH will periodically review programs and projects to gauge effectiveness. Where necessary, YCH may recommend and, with approval from City and/or the funder (such

as HUD), make changes to programs and projects to improve program efficiency, efficacy and implementation or to improve grant compliance requirements.

Grant Administration Services

YCH will serve as grants administrator/manager for the City of Davis in connection with various affordable housing programs within the State of California and federally through the U.S. Department of Housing and Urban Development, as well as other community development and economic development programs that provide assistance to low and lower income populations as assigned by City. This includes all open grant awards under the programs and any subsequent proposed grants per written request by the City and any awards as a result of City-approved grant applications. The following grants are as follows:

- Community Development Block Grant Program (CDBG)
- HOME Investment Partnerships Program (HOME)

Tasks include all program administrative and management responsibilities, with the exception of accounting as it relates to City's financial system data entry, deposit and check processing and other fiscal aspects of grant management. Specific responsibilities include, but are not limited to, the following:

- Program planning
- Collaborative technical assistance
- Grant oversight and administration, including collaborating with City Finance to establish and maintain appropriate accounting records for grant management, administration, budgeting and reporting purposes
- Assist City staff with new housing project plan reviews, developer meetings, fee structures, construction meetings and construction monitoring oversight (as requested)
- Project delivery and milestone development
- Program Income planning and reporting

- Manage Fair Housing phone line and email inquiries, offer resources, document details for reporting purposes
- Grant and project compliance requirements, including:
    - Contract management
    - Project/Agency eligibility determination, selection review and documentation
    - Sub-recipient progress & administrative monitoring, report collecting (quarterly & annually), expenditure processing
    - Monitoring of 11 HOME-funded affordable housing complexes focusing on local ordinance rules and regulations, state & federal laws, HUD guidelines, health and safety guidelines, unit inspections (95 HOME-funded units) and administrative and financial reviews
    - Providing program and grant financial reports to Finance when necessary or appropriate
    - Develop Annual Action Plan, CAPER and other reporting to HUD as required
    - HUD IDIS Computer System data entry & reporting

    - MBE/WBE/DBE reporting
    - Section 3 reporting
    - Environmental compliance requirements
    - Labor standards and compliance
    - Procurement requirements in accordance with OMB
    - Adherence to Certifications and Assurances as found in **Exhibit "B"**, which follows this **Exhibit "A"**.

As noted, the City and its Finance Department will retain responsibility for accounting and other fiscal aspects of grant management. This includes, but is not limited to, responsibility for processing accounting transactions (including grant receipts and disbursements), City's financial system data entry, paying salary and benefits to City employees that provide services in connection with the Agreement and/or covered programs, processing loan payments and maintaining bank accounts.

Affordable Housing Programs

YCH will serve as the administrator/manager for the City in connection with the Affordable Housing Program. This includes 28 affordable housing complexes

(non-HOME) and 728 owner-occupied homes through the Below Market Rate (BMR) Homeownership Program.

Tasks include all program administrative and management responsibilities, with the exception of accounting as it relates to City's financial system data entry, deposit and check processing and other fiscal aspects of grant management. Specific responsibilities include, but are not limited to, the following:

- Program planning
- Collaborative technical assistance
- Grant research, writing and application (as requested)
- Assist City staff with policy review and ordinance updates
- Assist City staff with new housing project plan reviews, developer meetings, fee structures, construction meetings and construction monitoring oversight (as requested)
- Assist City Staff with Affordable rental document generation (title and covenant documentation)
- BMR Homeownership Program deed restriction review, tracking, management, inquiry response and declaration preparation
- BMR Homeownership Program refinance, re-sale, escrow document package preparation. Work closely with Neighborhood Works re: eligible applicants and income qualification.
- BMR Homeownership Program annual owner occupancy certification
- Rental Complexes loan documentation development and servicing. Assist with closing documentation and process

- Program oversight and administration, including collaborating with City Finance to establish and maintain appropriate accounting records for program management, administration, budgeting and reporting purposes
- Program delivery and milestone development
- Pacifico Housing Complex Oversight
- Affordable Rental Initial Tenant Selection and Management (as requested)
- Manage Affordable Housing phone line and email inquiries, offer resources, document details for reporting purposes
- Land RFP’s and project development re: land dedication sites (as requested)
- Program compliance requirements, including:
    - Contract management

- Monitoring of affordable housing complexes focusing on local ordinance rules and regulations, health and safety guidelines, unit inspections and administrative and financial reviews
- Providing program and grant financial reports to Finance when necessary or appropriate
- Environmental compliance requirements
- Labor standards and compliance
- Procurement requirements in accordance with OMB
- Adherence to Certifications and Assurances as found in Exhibit "C", which follows this Exhibit "A".

Projects, New Projects

YCH is to provide technical assistance in a collaborative manner and in accordance with City's identified needs and strategic goals. YCH may not undertake new projects, nor reallocate grant funds, nor seek to change projects or reallocate funds with a funder until and unless it has engaged in planning discussions with City and obtained written approval in advance for any proposed changes or written approval to seek funding for new projects. As necessary and appropriate, the City will consult with any State or Federal programs or departments on new projects or other additional activities that are within the scope of this provision.

Reporting, Annual Report

In addition to grant reporting on projects to HUD and governing bodies as required, YCH staff shall prepare a quarterly summary of activities under this contract for the City Manager.

Compensation and Expenses to Be Paid By City of Davis In addition to the payment methods set forth in section 4, above, for the professional services provided during the term of this Agreement, services provided by YCH will be billed, as described at the following hourly rates, **not to exceed an annual total cost of $189,000**.

Administrator	$121.00
Director	$91.00
Labor Compliance/Construction Technical Assistant	$91.00

Analyst	$76.00
Real Estate/Housing Manager	$60.00
Assistant	$58.00

The billing rates for staff may be adjusted for the second and third years by mutual agreement of the parties. In addition, any administrative expenses required and incurred in the implementation of this Agreement and scope of work, such as mileage (IRS annual approved rate per mile), postage, office supplies, printing, etc. will be billed to the City at actual costs.

The maximum amount of compensation payable to YCH in the first year of the three-year contract is as follows:

HOME	not to exceed $40,000*	
CDBG (Including Fair Housing)	not to exceed	$99,000*
Affordable Housing and on-call consultation	not to exceed	$50,000

**Amounts dependent upon grant allocations awarded to City of Davis annually.*

***Administrative expenses and 3% fee are included in the HOME, CDBG and Affordable Housing "not to exceed" totals.*

Term The term of this Agreement shall be annually up to three years, beginning on July 1, 2019, unless sooner terminated as hereinafter provided. Thereafter, the Agreement may be renewed by the parties, based on a mutually agreeable schedule of costs and tasks.

EXHIBIT B
CERTIFICATIONS AND ASSURANCES

Certification and Assurance: Yolo County Housing, by executing this certification, hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between Grantee and Subgrantees or Contractors:

1. Compliance with Community Development Block Grant regulations found at 24 CFR Part 570, Subpart I, HUD
2. Compliance with applicable OMB Circulars, including A-133 and A-87 as required
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)
4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency

regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

13. Compliance with additional regulations and requirements for grants, as outlined by the regulation and/or grant agreement, to include, but not be limited to federal HOME regulations in addition to federal uniform administrative requirements outlined above in this section.

The information contained in this certification is true and accurate, to the best of my knowledge.

_____

Signature of Authorized Certifying Official: Title:

WARNING: Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than $10,000 or imprisoned for not more than five years, or both.

Yolo County Housing **9.**

Meeting Date: 07/24/2019

Information

SUBJECT

Review and Approve Intergovernmental Agreement for Grants with the City of Winters (Baker, Brock)

Attachments

Staff Report

Att. A. Agreement

Form Review

Form Started By: Julie Dachtler Started On: 07/19/2019 09:56 AM

Final Approval Date: 07/19/2019

Yolo County Housing

147 W. Main Street Woodland: (530) 662-5428
WOODLAND, CA 95695 Sacramento: (916) 444-8982
TTY: (800) 545-1833, ext. 626

DATE: July 24, 2019

TO: YCH Housing Commission

FROM: Lisa A. Baker, Chief Executive Officer

PREPARED BY: Colleen Brock, Senior Grants Management Analyst

SUBJECT: **Approve and authorize implementation of Intergovernmental Agreement with City of Winters**

RECOMMENDED ACTION

That the Housing Commission approve and authorize CEO to implement an Intergovernmental Agreement for Grants Management Services for Housing and Community Development Programs and Projects with the City of Winters.

BACKGROUND/DISCUSSION

Since 2013, the City of Winters has had an Intergovernmental agreement with YCH to provide technical assistance and guidance in writing grants, managing and executing funding from Community Development Block Grant (CDBG) Programs and the Home Investment Partnerships (HOME) Programs received through the U.S. Department of Housing and Urban Development following the approval of City grant applications.

Normally, in the receipt of federal funding, federal Procurement Guidelines from the Office of Management and Budget (OMB) for contracting for Professional Services require a jurisdiction to utilize an RFP/RFQ process for the selection of the service provider. However, under OMB rules, Intergovernmental Agreements are exempt from this requirement, and jurisdictions are encouraged to use intergovernmental agreements as a streamlining and cost efficiency mechanism, as long as federal administration requirements are part of the agreement and embedded in the contract language.

As the most recent contract expired June 30, 2019, the City of Winters City Council approved entering into a new contract with YCH to provide said services under a shared Intergovernmental Services agreement dated July 1, 2019 to June 30, 2022.

ACCOMPLISHMENTS

YCH has assisted the City in the past with such projects as accessible parks and community development projects. In the last 2 years YCH has assisted the City with:

- Technical assistance and monitoring of an older adult needs and assessment project identifying needed/wanted programs, services and issues for seniors in Winters. The end result was to determine what was most critical for services planned for a new Senior Center.
- Technical assistance with disencumbrance of HCD funds, grant writing and application processes with the State for the construction of a new senior center.
- Technical Assistance and oversight of a new senior affordable housing apartment complex (63 units).
- Assist City with reporting to funders on accomplishments, financial data, funding draws, project close out documentation and annual reports.

FISCAL IMPACT

Total contract revenue for YCH is in an amount not to exceed $50,000 annually for the proposed contracted work.

CONCLUSION

We are pleased to continue our strong relationship with the City of Winters and to assist them and in meeting the housing and community development goals they have set themselves as a City.

Attachments:

Intergovernmental Agreement with City of Winters and related exhibits

CITY OF WINTERS

AGREEMENT NO. _____

(Intergovernmental Agreement for Grants Management Services Between the City of Winters and YCH)

This Agreement is made this 1st day of *July,* 2019, by and between the City of Winters, a California municipal corporation ("City"), and Housing Authority of the County of Yolo, a public body corporate and politic ("YCH") (collectively with City, the "parties").

RECITALS

WHEREAS, the City participates in the Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program and receives funding from the U.S. Department of Housing and Urban Development following the approval of City grant applications; and

WHEREAS, YCH administers a variety of public housing programs within Yolo County and it has substantial expertise in local housing and community development issues and other matters relevant to the CDBG and HOME Program; and

WHEREAS, the City would like YCH to assist in the management and administration of the CDBG and HOME Program within the City and provide a range of related services, as set forth more specifically in Exhibit A; and

WHEREAS, under federal procurement guidelines set forth in 24 CFR 85.36, intergovernmental agreements are encouraged for procurement or use of common goods and services to foster greater economy and efficiency and such contracts are exempt from the competitive procurement requirements that otherwise apply under the guidelines;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

AGREEMENT

1. Services To Be Provided By YCH. During the term of this Agreement, YCH will undertake all of the following services in a professional, responsible and competent manner: Serve as the grants management consultant to the City of Winters, providing collaborative technical assistance, expertise and guidance in program and grants planning, grants management, project delivery and compliance requirements, meeting reporting requirements, as well as executing existing identified grants, and similar grants management projects all, as outlined in **Exhibit A** and as authorized by the City. Notwithstanding the foregoing, for all existing (including revolving loan funds) and future

grants that are within the scope of this agreement, the City and its Finance Director shall retain responsibility for accounting and other fiscal aspects of grants management.

The City may also request that YCH assume similar management responsibilities for other City housing programs during the term of this Agreement. If YCH accepts such responsibilities, **Exhibit A** shall be amended to describe the nature and extent of the additional responsibilities assumed by YCH. Such an amendment may be approved by the City Manager (or designee) and the Chief Executive Officer of YCH.

2. Compensation and Expenses to Be Paid By City of Winters. In addition to the payment methods set forth in section 4, below, for the professional services provided during the term of this Agreement, services provided by YCH will be billed as described in **Exhibit A.**

3. City Staff. The allocation of responsibilities between the parties is described in Exhibit A for the grants, programs, and other matters covered by this Agreement. Exhibit A may be augmented by the parties from time to time to include other grants and programs that YCH assists with at the City's request, each of which shall constitute an approved Scope of Work.

Generally, the City will continue to have a substantial role in the administration and management of grants, programs, and other matters covered by this Agreement. YCH will provide only those services requested by the City, consistent with **Exhibit A**.

4. Payment for Services.

A. Lump Sum Payment. If a project or task indicates lump sum payment, then YCH shall be compensated for work performed or services provided under the Agreement on a lump sum basis for each task as described in an approved Scope of Work, or in any addenda attached and made part of the Agreement, by making periodic or progress payments upon completion of each task or item of work.

Within fifteen (15) calendar days of the receipt of YCH's invoice (addressed as indicated in subsection B, below) and accompanying deliverable(s) or other satisfactory evidence of performance (such as a written progress report), the City Manager shall either authorize payment for services performed and the Finance Director shall either issue the payment or advise YCH in writing of any concerns that it has with the invoice and any need for further documentation. The City shall use reasonable efforts to ensure that the Finance Director processes payment of each invoice within fifteen (15) calendar days after payment of an invoice is approved.

B. Periodic or Monthly Reimbursement Payment. If a project or task indicates periodic reimbursement based on invoices, then YCH shall be compensated for work performed or services provided via regular invoice in the following manner.

At the time specified in an approved Scope of Work or, if not time is specified, on a monthly basis, YCH will submit an invoice to the City for services rendered under the Agreement to the following address:

City of Winters
Attention: City Manager
318 First Street
Winters, CA 95694

The invoice submitted pursuant to this Section shall show the City of Winters Agreement number, if any, hours worked by each person who performed services during the billing period allocated in one-quarter of an hour increment, the hourly rate of pay for each person who performed service the dates on which the services were performed, a description of the services performed, and such other information as the City of Winters may reasonably require.

The City of Winters reserves the right to withhold payments in the event of YCH's performance being materially non-compliant with the Agreement. YCH's final invoice shall be clearly marked "FINAL."

5. Applicable Laws. In the performance of the services covered by this agreement, YCH shall comply with all applicable laws, including those set forth in **Exhibit C**.

6. Indemnification/Hold Harmless. YCH shall indemnify, defend, and hold harmless the City of Winters, its city council, officials, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, including reasonable attorney's fees, arising from YCH's performance of this Agreement, with the exception of matters that are based upon the negligent or intentional acts or omissions of the City of Winters, its city council, officials and employees. The City of Winters shall indemnify, defend, and hold harmless YCH, its board, commission, officials, and employees from and against any and all loss, damages, liability claims, suits, costs and expenses, including reasonable attorneys' fees arising from the City of Winters performance of this Agreement, with the exception of, and in proportion to, matters that are based on the negligent or intentional acts or omissions of YCH, its board, commission, officials and employees.

7. Insurance. On or before the commencement of the term of this Agreement, YCH shall furnish the City of Winters with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage. Such certificates, which do not limit YCH's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Winters by certified mail." It is agreed that YCH shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to the City of Winters and licensed to do insurance business in the State of California. Endorsements naming the City of Winters as additional insured shall be submitted with the insurance certificates. See **Exhibit B.**

A. Coverage: YCH shall maintain the following insurance coverage:

(i). Workers' Compensation: Statutory coverage as required by the State of California.

(ii). Liability: Commercial general liability coverage in the following minimum limits:

Bodily Injury:	$1,000,000 each occurrence
	$2,000,000 aggregate - all other
Property Damage:	$1,000,000 each occurrence
	$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of $1,000,000 will be considered equivalent to the required minimum limits shown above.

(iii). Automotive: Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:	$1,000,000 each occurrence
$2,000,000 aggregate - all other	
Property Damage:	$1,000,000 each occurrence
	$2,000,000 aggregate - all other

or

Combined Single Limit:	$1,000,000 each occurrence

B. Subrogation Waiver: YCH agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, YCH shall look solely to its insurance for recovery. YCH hereby grants to City of Winters, on behalf of any insurer providing comprehensive general and automotive liability insurance to either YCH or City of Winters with respect to the services of YCH herein, a waiver of any right to subrogation, which any such insurer of said YCH may acquire against City of Winters by virtue of the payment of any loss under such insurance.

C. Failure to Secure: If YCH at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City of Winters shall be permitted to obtain such insurance in the YCH's name or as an agent of the YCH and shall be compensated by the YCH for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. Additional Insured: The City of Winters, its city council, officers, and employees shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. YCH, its board, officers, and employees shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

8. Term. The term of this Agreement shall begin on July 1, 2019. The term shall end or be extended based on exact dates noted in **Exhibit A.** Thereafter, the Agreement may be renewed by the parties, based on a mutually agreeable schedule of costs and tasks.

9. Termination of Agreement. This Agreement may be terminated by either party at any time for convenience by giving the other party ninety (90) calendar days advance written notice. Upon termination, YCH shall promptly submit its final invoice(s) to the City of Winters.

10. Notice. During the term of this Agreement, all notices shall be made in writing and either served personally, sent by first class mail, or sent by facsimile provided confirmation of delivery is obtained at the time of facsimile transmission, addressed as follows:

To YCH:	YCH Attention: CEO 147 W. Main Street Woodland, CA 95695 Telephone No.: (530) 662- 5428 Fax No.: (530) 662-5429
To City of Winters:	City of Winters Attention: City Manager 318 First Street Winters, CA 95694 Telephone No.: (530) 795-4910 Fax No.: (530) 795-4935

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

Service of notices shall be deemed complete on the date of receipt if personally served or if served using facsimile machines provided confirmation of delivery is obtained at the time of facsimile transmission. Service of notices sent by first class mail shall be deemed complete on the fifth (5th) day following deposit in the United States mail.

11. Assignment and Subcontracting. The services and obligations required of YCH under this Agreement are not assignable in whole or in part. In addition, YCH shall not subcontract any portion of the services required of it by this Agreement without the express written consent of the County.

12. Governing Law. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a court of competent jurisdiction located in Woodland, California.

13. Severability. If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

14. Amendment. This Agreement and the exhibits hereto may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement may be amended to both extend the term and conditions, as well as to add tasks. YCH will not begin new tasks without express written permission of the City of Winters.

15. Entire Agreement. This Agreement and its Attachments constitutes the entire agreement between the City of Winters and YCH and supersedes all prior negotiations, representations, or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set forth above.

City of Winters:

By _____ Dated: _____
John W. Donlevy, Jr., City Manager

YCH:

By_____Dated_____
Lisa A. Baker, CEO

EXHIBIT A

Intergovernmental Agreement

Services, Costs and Term

<u>Grant Administration Services</u>

YCH (YCH) will serve as grants administrator/manager for the City of Winters in connection with the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME), U.S. Department of Agriculture (USDA) and the U.S. Department of Housing and Urban Development (HUD), as well as other housing, community development and economic development programs that provide assistance to low and lower income populations as assigned by City. This includes all open grant awards under the aforementioned programs and any subsequent proposed grants per written request by the City and any awards as a result of City-approved grant applications. The following open grants are as follows:

- 16-HOME-10803 ($2,515,080.00) Blue Mountain Apartments
- 19-CDBG-TBD ($3,000,000) Winters Senior Center

Tasks include all program administrative and management responsibilities, with the exception of accounting as it relates to City's financial system data entry, deposit and check processing and other fiscal aspects of grant management. Specific responsibilities include, but are not limited to, the following:

- Program planning
- Collaborative technical assistance
- Grant research, writing and application
- Grant oversight and administration, including collaborating with City Finance to establish and maintain appropriate accounting records for grant management, administration, budgeting and reporting purposes
- Project delivery and milestone development
- Program Income planning and reporting
- Grant and project compliance requirements, including:
    - Contract management
    - Providing program and grant financial reports to Finance when necessary or appropriate
    - MBE/WBE/DBE reporting
    - Section 3 reporting
    - Environmental compliance requirements
    - Labor standards and compliance
    - Procurement requirements in accordance with OMB

- Adherence to Certifications and Assurances as found in Exhibit "C", which follows this Exhibit "A".

As noted, the City and its Finance Department will retain responsibility for accounting and other fiscal aspects of grant management. This includes, but is not limited to, responsibility for processing accounting transactions (including grant receipts and disbursements), City's financial system data entry, paying salary and benefits to City employees that provide services in connection with the Agreement and/or covered programs, processing loan payments and maintaining bank accounts.

Services to be Provided

Grants:

YCH shall be responsible for assisting in identifying needs and strategic goals with the City in a collaborative manner and providing technical assistance on grant search and eligibility. Staff shall be responsible for applying for grants on behalf of the City, as directed by City, to further City strategic objectives, especially for low to lower income populations.

YCH will maintain appropriate files, including grant files, contract files, loans, and labor compliance and will be responsible for periodic required reporting to the State or other funders. YCH will maintain required compliance reporting files.

YCH will assist in setting project delivery and milestone requirements and will monitor projects for compliance and authorize payment distribution in accordance with milestones, deliverables and grant requirements. Actual payment will be made through the City's financial system in accordance with City procedures.

YCH will either provide direct labor compliance services, or with approval from the City, select an approved third party to provide services *in* cases where there are multiple simultaneous projects.

YCH shall provide project testing and compliance monitoring as necessary and required to ensure that projects are completed in accordance with grant requirements and maintain documentation of same. This shall be at least one time per project unless another, more stringent requirement applies.

YCH will periodically review programs and projects to gauge effectiveness. Where necessary, YCH may recommend and, with approval from City and/or the funder (such as the State), make changes to programs and projects to improve program efficiency, efficacy and implementation or to improve grant compliance requirements.

Projects, New Projects

YCH is to provide technical assistance in a collaborative manner and in accordance with City's identified needs and strategic goals. YCH may not undertake new projects, nor reallocate grant funds, nor seek to change projects or reallocate funds with a funder until and unless it has engaged in planning discussions with City and obtained written approval in advance for any proposed changes or written approval to seek funding for new projects. As necessary and appropriate, the City will consult with any State or Federal programs or departments on new projects or other additional activities that are within the scope of this provision.

Reporting, Annual Report

In addition to grant reporting on projects to the State and governing bodies as required, YCH staff shall prepare a quarterly summary of activities under this contract for the City Manager.

Compensation and Expenses to Be Paid By City of Winters In addition to the payment methods set forth in section 4, above, for the professional services provided during the term of this Agreement, services provided by YCH will be billed, as described at the following hourly rates, not to exceed an annual total cost of $50,000.

Administrator	$121.00
Labor Compliance/Construction Technical Assistant	$91.00
Analyst	$76.00
Assistant	$58.00

The billing rates for staff may be adjusted for the second and third years by mutual agreement of the parties. In addition, any administrative expenses required and incurred in the implementation of this Agreement and scope of work, such as mileage (IRS annual approved rate per mile), postage, office supplies, printing, etc. will be billed to the City at actual costs.

Term The term of this Agreement shall begin on July 1, 2019 and end on June 30, 2022, unless sooner terminated as hereinafter provided. Thereafter, the Agreement may be renewed by the parties, based on a mutually agreeable schedule of costs and tasks.

City of Winters 7/1/19-6/30/22 Contract Cap = $50,000	Rate	Office Expenses Included in Rate	Travel Expenses Included in Rate	Admin Fee Included in Rate

Administrator		$121/hr	no	yes	yes
Analyst		$76/hr	no	no	yes
Labor Compliance/Construction Technical Asst		$91/hr	no	no	yes
Assistant		$58/hr	no	no	yes
Administration Fee	3%				

Project Work	Title Assigned	Rate	Hours by Month	Hours by Year	Total Amount
CDBG					
CDBG Project Set Up	Analyst	$76	0	30	$ 2,280.00
CDBG Project Set Up	Assistant	$58		15	$ 870.00
CDBG General Clearance	Analyst	$76	0	10	$ 760.00
CDBG Project Admin & monthly monitoring	Analyst	$76	8	96	$ 7,296.00
CDBG Project Admin	Assistant	$58		24	$ 1,392.00
CDBG Project Admin	Administrator	$121	0	12	$ 1,452.00
CDBG Labor Compliance	Labor Compliance	$91	0	40	$ 3,640.00
CDBG MBE/WBE, Labor Comp, etc Reports	Analyst	$76	0	10	$ 760.00
CDBG MBE/WBE, Labor Comp, etc Reports	Assistant	$58		20	$ 1,160.00
CDBG Project Completion	Analyst	$76	0	20	$ 1,520.00
Labor				277	$ 21,130.00
Postage					$ 400.00
Printing					$ 1,700.00
Office Supplies					$ 500.00
Mileage					$ 542.00
Subtotal					$ 24,272.00
Administrative Fee-3%					$ 728.00
CDBG Grand Total					**$ 25,000.00**

HOME					
HOME Project Set Up	Analyst	$76	0	30	$ 2,280.00
HOME Project Set Up	Assistant	$58		15	$ 870.00
HOME General Clearance	Analyst	$76	0	10	$ 760.00
HOME Project Admin & monthly monitoring	Analyst	$76	8	96	$ 7,296.00
HOME Project Admin	Assistant	$58		24	$ 1,392.00
HOME Project Admin	Administrator	$121	0	12	$ 1,452.00
HOME Labor Compliance	Labor Compliance	$91	0	40	$ 3,640.00

HOME MBE/WBE, Labor Comp, etc Reports	Analyst	$76	0	10	$ 760.00
HOME MBE/WBE, Labor Comp, etc Reports	Assistant	$58		20	$ 1,160.00
HOME Project Completion	Analyst	$76	0	20	$ 1,520.00
Labor				277	$ 21,130.00
Postage					$ 400.00
Printing					$ 1,700.00
Office Supplies					$ 500.00
Mileage					$ 542.00
Subtotal					$ 24,272.00
Administrative Fee-3%					$ 728.00
HOME Grand Total					**$ 25,000.00**
Contract Grand Total					**$50,000.00**

EXHIBIT B

SERVICE CONTRACT INSURANCE REQUIREMENTS

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

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

   a. **Comprehensive General Liability —** $1,000,000/occurrence and $2,000,000/aggregate

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

   c. **Professional Liability/Malpractice/Errors and Omissions** —$1,000,000/occurrence and $2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

   d. **Workers' Compensation —** Statutory **Limits/Employers' Liability** -$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The City, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. **(NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.]** It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

   a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

   b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella

or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the City of Winters (if agreed to in a written contract or agreement) before the City's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the City Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the City's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the City Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or City of Winters.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the

City shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

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

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

C. During the term of this Agreement, Contractor shall furnish the City with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon City's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. The City of Winters reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the City of Winters in the same manner and to the same extent as Contractor is bound to the City of Winters under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and **or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/and **or Contractor** will provide proof of compliance to the City of Winters.

E. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

EXHIBIT C

SUBGRANTEE AND CONTRACTOR CERTIFICATION AND ASSURANCE

Certification and Assurance: The subgrantee or contractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between Grantee and Subgrantees or Contractors:

(1) Compliance with Community Development Block Grant regulations found at 24 CFR 570.1 —570.913 and Appendices

(2) Compliance with applicable OMB Circulars, including A-133 and A-87 as required

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

The information contained in this certification is true and accurate, to the best of my knowledge.

Name of Subgrantee or Contractor	**Name and Contract Number: YCH**	
Signature of Authorized Certifying Official:	**Title:**	**Date:**

<u>WARNING:</u> Section 1001 of the Title/ 8 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than $10,000 or imprisoned for not more than five years, or both.

Yolo County Housing **10.**

Meeting Date: 07/24/2019

Information

SUBJECT

Receive and File Accomplishments Report for Sutter Getting to Zero Program with the City of Davis (Holt, Blackstock)

Attachments

Staff Report

Form Review

Form Started By: Julie Dachtler Started On: 07/19/2019 10:06 AM

Final Approval Date: 07/19/2019

Yolo County Housing

147 W. Main Street
WOODLAND, CA 95695

Woodland: (530) 662-5428
Sacramento: (916) 444-8982
TTY: (800) 545-1833, ext. 626

DATE: July 24, 2019

TO: YCH Board of Commissioners

FROM: Lisa A. Baker, CEO

PREPARED BY: Janis Holt, General Director

SUBJECT: Staff Report to Receive and File Accomplishments Report for Sutter Getting to Zero Program with the City of Davis

RECOMMENDED ACTION:

That the Board of Commissioners receive and file accomplishments report for the Sutter Getting to Zero program with the City of Davis.

BACKGROUND / DISCUSSION

Beginning July 1, 2017, through an Intergovernmental Agreement with the City of Davis, funded by a Sutter Health Foundation Grant, Yolo County Housing (YCH) implemented the Getting to Zero (GTZ) program in partnership with Davis Community Meals and Housing (DCMH) and the City of Davis. The program funded GTZ Vouchers serving up to fifteen (15) unhoused individuals seeking permanent housing. These vouchers provide an interim housing subsidy to those who qualify for the federal subsidized Housing Choice Voucher (HCV) program. If and when the recipient becomes eligible for the HCV program, they can seamlessly transition into their permanent home.

In addition to the rental subsidy, the GTZ program offers robust wrap-around case management services to those willing to participate. Case management includes:

- Housing location services with the YCH Lease and Rental Coordinator
- Move-In Assistance for eligible expenses such as security deposits, utilities, furniture and household items.
- Linkages to supportive services, mental health and/or substance abuse treatment, budgeting and personal finance counseling, etc.
- Rent Ready Program including how to find a rental unit, housekeeping, being a good neighbor, landlord interactions and negotiations, etc.

The GTZ program also maintains a property damage fund that can reimburse property owners for damages that may have been incurred by program participants above the security deposit.

The GTZ program met the goal of housing fifteen (15) individuals in year two of three using less than 50% of the total funding. GTZ housed three (3) more individuals during the first three weeks of July for a current total of nineteen (19). The cumulative report is provided for your review.

Sutter-Davis Pathways & GTZ Clients Quarterly Report - All Program Years

Performance Measure	Quarter 1 July - Sept	Quarter 2 Oct - Dec	Quarter 3 Jan - Mar	Quarter 4 Apr - Jun	FY 2018-19	FY 2017-18	Cumulative
How much did we do?							
# of new participants receiving case management	2	0	2	3	7	8	**15**
# of new participants receiving GTZ vouchers	2	0	2	3	7	3	**10**
Average age	47.40	N/A	52.50	57.00	51.14	52.00	**51.33**
Gender	100% female	N/A	100% male	67% female 33% male	57% female 43% male	25% female 75% male	**40% female 60% male**
Average # of years homeless	6.00	N/A	0.38	1.50	3.18	11.50	**8.20**
Average # of years in Davis	6.00	N/A	0.38	1.50	2.75	7.50	**6.00**
How well did we do it together (Partners)?							
Capacity* (Cumulative)	28.50%	32.60%	38.95%	49.76%	**49.76%**	20.00%	
Total pool of referrals	4	3	16	12	35		
# of **valid referrals** (valid = referral and pre-application received)	3	3	10	7	23		
# of **active referrals** (active = eligibility completed, briefing and voucher issuance, housing search)	2	1	4	2	9		
# of **active housed participants** (housed = found permanent housing and receiving case management)	3	0	2	3	8	7	15
Participation Rate**	2 of 2 100%	2 of 3 67%	4 of 7 57%	7 of 9 78%	7 of 9 78%	3 of 3 100%	10 of 12 83%
Retention for case management	2 of 3^ 66%	2 of 3 67%	4 of 5 80%	7 of 8 88%	7 of 8 88%	8 of 8 100%	15 of 16 94%
Performance Measure	**Quarter 1** July - Sept	**Quarter 2** Oct - Dec	**Quarter 3** Jan - Mar	**Quarter 4** Apr - Jun	**FY** 2018-19	**FY** 2017-18	**Cumulative**
# of new units identified (L&R Coord)	13	7	4	5	29		29
# new housing applications for active referrals (L&R Coord)	8	12	54	19	93		93
# of Landlord Liaison Services (L&R Coord)	8	17	31	11	67		67
Is anyone better off?							
#/% of participants who obtained permanent housing	2 of 2 100%	0	2 of 2 100%	3 of 3 100%	7 of 7 100%	8 of 8 100%	15 of 15 100%
#/% of participants who maintained permanent housing during the reporting period***	8 of 8 100%	10 of 10 100%	10 of 10 100%	12 of 12 100%	12 of 12 100%	8 of 8 100%	

Performance Measure	Quarter 1 July - Sept	Quarter 2 Oct - Dec	Quarter 3 Jan - Mar	Quarter 4 Apr - Jun	FY 2018-19	FY 2017-18	Cumulative
Subsidy Analysis Cumulative Benefit Impact							
GTZ Subsidy Dollars	$ 826.56	$ -	$ 3,376.04	$ 1,575.00	$ 5,777.60	$ 5,381.81	$ 11,159.60
YCH Subsidy Dollars	$ 16,362.00	$ 19,263.00	$ 19,849.00	$ 27,140.00	$ 82,614.00	$ 39,787.05	$ 124,855.00
Total Subsidy Dollars	$ 17,188.56	$ 19,263.00	$ 23,225.04	$ 28,715.00	$ 88,391.60	$ 45,168.86	$ 136,014.60
GTZ to Total Ratio	1 : 20.8	N/A	1 : 6.9	1 : 18.23	1 : 15.3	1 : 8.39	1 : 12.2
GTZ Investment (Case Mgmt, Loan, GTZ Subsidy)	$ 9,463.62	$ 5,522.35	$ 13,744.38	$ 13,314.00	$ 42,044.35	$ 38,621.61	$ 80,666.15
YCH Subsidy Investment	$ 16,362.00	$ 19,263.00	$ 19,849.00	$ 27,140.00	$ 82,614.00	$ 39,787.05	$ 124,855.00
Total Investment****	$ 25,825.62	$ 24,785.35	$ 33,593.38	$ 40,454.00	$ 124,658.35	$ 78,408.66	$ 205,521.15
GTZ to Total Ratio	1 : 2.7	1 : 4.5	1 : 2.4	1 : 3.04	1 : 3	1 : 2.03	1 : 2.55
Control Group Only***							
GTZ Investment	$ 2,281.58	$ 2,208.94	$ 2,138.40	$ 1,749.88	$ 8,378.80	$ 23,949.02	$ 32,327.80
YCH Subsidy Investment	$ 8,086.00	$ 7,888.00	$ 7,318.00	$ 6,970.00	$ 30,262.00	$ 39,787.05	$ 72,503.00
Total Investment	$ 10,367.58	$ 10,096.94	$ 9,456.40	$ 8,719.88	$ 38,640.80	$ 63,736.07	$ 104,830.80
GTZ to Total Ratio	1 : 4.5	1 : 4.6	1 : 4.4	1 : 5	1 : 4.61	1 : 2.66	1 : 3.24

Legend

* Capacity expressed as the amount expended subtracted by the amount budgeted

** expressed as the number housed by GTZ voucher divided by the number of referrals as opposed to other housing

*** Maintained permanent housing expressed as #/% of participants housed on the first day of the last Quarter who remained housed on the first day of the current Quarter. *As of July 1, 2019, all clients remained permanently housed.*

**** Expressed as simplified ratio

***** Tracking FY2017-18 1st quarter original sample only

Through stable affordable housing and robust case management, all fifteen (15) individuals have maintained their housing. Five (5) have found part time or full time employment; there have been no law enforcement issues and there have been only two (2) reported hospital visits (both of which were for bona fide medical and/or job related incidents).

As the program is now in year three (3) and Sutter will not be providing additional funding, the City and YCH will be looking at the program, its lessons and researching additional funding opportunities.

FISCAL IMPACT

None.

CONCLUSION

Staff recommends that the Board of Commissioners Receive and File the Accomplishment Report for Sutter Getting to Zero Program.