

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Planning and Community Development

BOARD AGENDA # \*D-1

Urgent  Routine

AGENDA DATE November 24, 2009

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval to Accept a CalHome Program Grant from the California Department of Housing and Community Development for Owner-Occupied Housing Rehabilitation Assistance and Related Actions

STAFF RECOMMENDATIONS:

1. Accept a CalHome Program Grant from the California Department of Housing and Community Development for Owner-Occupied Housing Rehabilitation Assistance in the amount of \$750,000.
2. Direct the Auditor-Controller to increase appropriations and estimated revenue in the amount of \$750,000 as detailed in the Budget Journal Form.

FISCAL IMPACT:

The State funded grant is for a 24-month period, ending September 9, 2011. Stanislaus County has eleven years of successful experience in its administration of owner-occupied housing rehabilitation programs and anticipates assisting between 15 to 25 households during the program cycle with a maximum loan amount per household of \$60,000.

BOARD ACTION AS FOLLOWS:

No. 2009-787

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

ATTEST: Christine Ferraro  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

**DISCUSSION:**

In June 2008, the Board of Supervisors authorized the Department of Planning and Community Development to prepare and submit a grant application to the California Department of Housing and Community Development. The CalHome funds were made available by the passage of Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006, to provide funding to local public agencies or non-profit corporations for First Time Home Buyer Mortgage Assistance and Owner-Occupied Rehabilitation Assistance activities.

Stanislaus County applied for and received notification of their grant approval in the amount of \$750,000. It is being proposed that the funding be used for housing rehabilitation which can be combined with other funding sources available such as Redevelopment Agency funds.

At this time, the Department of Planning and Community Development would like to request approval to accept the grant funds and also direct the Auditor-Controller to establish the necessary appropriations and estimated revenue for the CalHome Rehabilitation grant budget.

**POLICY ISSUES:**

The Board should determine if expansion of the owner-occupied housing rehabilitation program will support the Board's priorities of a safe community and a healthy community.

**STAFFING IMPACT:**

There are no additional staffing impacts associated with this item.

**ATTACHMENTS:**

1. Budget Journal



**COUNTY OF STANISLAUS  
STANDARD AGREEMENT**

BOARD OF SUPERVISORS

2009 DEC 14 P 12: 58

Agreement Number

1. This Agreement is entered into between the Stanislaus County Planning and Community Development / Stanislaus Redevelopment Agency and the following named Contractor: The Housing Authority of the County of Stanislaus

(If other than an individual, state whether a corporation, partnership, etc.): a local public entity

2. The term of this Agreement is: October 1<sup>st</sup> 2009 to September 9, 2011

3. The maximum amount of payment based on X lump sum, or \_\_\_\_\_ time \$ \_\_\_\_\_ (See Exhibit B)

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

- (a) Exhibit A -- Standard Contract Conditions (LF 4.01)
- (b) Exhibit B -- Scope of Work

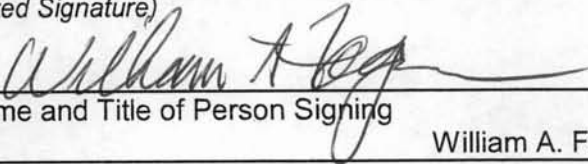
IN WITNESS WHEREOF, the parties have executed this Agreement on

October 1, 2009  
(Date)

**CONTRACTOR**

Contractor's Name  
Housing Authority of the **County of Stanislaus**

By (Authorized Signature)



Printed Name and Title of Person Signing

William A. Fagan, Executive Director

Mailing Address

P.O. Box 581918  
Modesto, CA 95358-0033

Taxpayer Identification/Social Security No.

94-6003023

**COUNTY OF STANISLAUS**

Department Name  
Stanislaus County Planning and Community Development / Stanislaus Redevelopment Agency

By (Authorized Signature)



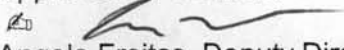
Printed Name and Title of Person Signing

Kirk Ford, Executive Director

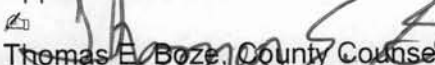
Mailing Address

1010 10<sup>th</sup> Street, Suite 3400, Modesto, CA 95354

Approved for Content:

  
Angela Freitas, Deputy Director

Approved for Form:

  
Thomas E. Boze, County Counsel

**EXHIBIT A**  
**STANDARD CONTRACT CONDITIONS**  
**(Long Form 4/5/01)**

1. Description of Work.

1.1 Work To Be Performed. The Contractor shall provide work or services as described in the Scope of Work and, if the Contractor has submitted a work proposal, the Contractor shall provide work or services in accordance with that proposal, which shall be attached to and, by this reference, made a part of the Agreement. In the event that any provision or description of work in the Contractor's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 Contract Manager. Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of this agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to this Agreement. The County Department Head, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the contract manager under this Agreement.

1.3 Work Schedule. A work schedule for the hours and times for completion of said services and work shall be prepared and implemented by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 Work Product. All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.5 Compliance with Laws. Services and work provided by the Contractor will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.

2. Compensation.

2.1 Lump Sum Payment. If the signature page of the Agreement indicates lump sum payment, then the Contractor shall be compensated for work performed or services provided under the Agreement on a lump sum basis for each task as described in the Scope of Work, or in any proposal submitted by the Contractor, that is attached to and made part of the Agreement, by making periodic or progress payments upon completion of each task or item of work. The County shall retain ten (10) percent of all periodic or progress payments made to the Contractor until completion and acceptance of all work tasks and payment of all subcontractors retained, hired or used by the Contractor.

2.2 Time & Materials Payment. If the signature page of the Agreement indicates time and materials payment, then Contractor compensation shall be based on the hours worked by the Contractor and/or the Contractor's employees or subcontractors, multiplied by the applicable rate set forth in the Contractor's current, dated schedule-of rates attached hereto and, by this reference, made a part hereof; provided, however, the Contractor will provide the County 30-days notice before any change in the rate schedule takes effect.

2.3 Expenses. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Contractor in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.

- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Contractor, provided the County has agreed in writing to reimburse the Contractor for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.4 Invoices. The Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.5 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed the amount set forth in Paragraph 3 of the signature page of the Agreement, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor in the performance of work or services under the Agreement.

2.6 Other Compensation. Contractor shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.7 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Contractor. The Contractor, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Contractor.

2.8 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Termination. Either party may terminate this agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor, subject to any applicable setoffs. This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. Licenses, Certificates and Permits. Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Contractor's sole cost and expense.

5. Office Space, Supplies, Equipment, Etc. Unless otherwise provided in another exhibit to the Agreement, the Contractor shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference

and other written materials, and telephone service as is necessary for Contractor to provide the services under the Agreement.

6. Insurance.

6.1 Required Insurance. Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

(a) General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

(c) Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

(d) Professional Liability Insurance. If professional services are provided under this Agreement, then Contractor shall also maintain professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.2 Deductibles. Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 Additional Insured. The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. The Workers' Compensation insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 Primary & Separate Coverage. The Contractor's insurance shall apply separately to each insured

against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 Notice of Cancellation. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.7 Rating. Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.8 Subcontractors. Contractor shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein, or shall include subcontractors as additional insureds under its insurance policies.

6.9 Proof of Insurance. At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements establishing coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.10 Insurance Limits. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7. Defense and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Contractor's obligation to indemnify the County for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such damage or loss.

8. Status of Contractor. All acts of Contractor and its officers, employees, agents, representatives, subcontractors relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Except as otherwise expressly provided in the Agreement, Contractor has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.



9. Records and Audit. Contractor shall maintain and keep all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years after the termination or completion of this Agreement. Any authorized representative of County shall have access to any such records writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor.
10. Nondiscrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code, § 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
11. Assignment. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.
12. Amendment and Modification. The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at anytime, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Contractor intends to dispute the change, the Contractor must, within ten (10) days after receipt of a written "contract modification," submit to the County a written statement setting forth the disagreement with the change.
13. Disputes. Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County contract manager. The Contractor shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Contractor mails or delivers a written appeal to the Director of the County Department. The decision of the Director, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Contractor shall proceed diligently with the performance of work as directed by the contract manager unless the Contractor has received a notice of termination.
14. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.
15. Notice. Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties at the address set forth on the signature page of this Agreement. Notice is deemed received upon deposit in the mail.
16. Conflicts. Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.
17. Entire Agreement. The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter

of the Agreement. No other agreement, statement or promise not contained in this Agreement shall be valid or binding.

18. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

19. Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20. Governing Law and Venue. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

END OF STANDARD CONDITIONS (LONG FORM)

## Exhibit "B"

### Stanislaus County Housing Rehabilitation Program

- 1.0** **GENERAL SCOPE OF WORK:** Provide loans to repair major emergency health and safety related items in owner occupied homes located in the unincorporated redevelopment sub-areas of Stanislaus County. Maximum amount is \$60,000 per household.
- 2.0** **ALLOCATION:** \$750,000 – Direct costs associated with rehabilitation of residential housing units under the Stanislaus County Housing Rehabilitation Program.
- 3.0** **CONTRACTOR SERVICES:**
- 3.1** The Contractor shall provide the following services:
- a. Market the Major Home Repair Program within the Community.
  - b. Receive applications from property owner's desiring health and safety types of repairs.
  - c. Research property title; verify income for initial eligibility; collect and verify other information necessary to determine program eligibility of potential participants.
  - d. Verify ownership using Realquest® software.
  - e. Verify homeowner's insurance at eligibility. Send request to insurance provider to have County listed as Additional Insured or a Loss Payable Endorsement. Yearly verification requested, but not required.
  - f. Conduct onsite pre-inspections to facilitate the preparation of work write-ups for contractor bidding.
  - g. Establish and maintain an eligibility list.
  - h. Conduct contractor-bidding process.
  - i. Award contracts and track project progress through completion.
  - j. Prepare and maintain files for all program participants. These files shall include all documents and information relative to the individual project per H.O.M.E. Program standards. These files shall be current, complete records, including, but not limited to, contracts, source documents supporting accounting transactions, eligibility and service records as may be applicable, a ledger, personnel and payroll records, cancelled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with HOME regulations. To the extent permitted by law, County is permitted access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract. Records shall be maintained for a period of five years or in accordance with 24 CFR Part 92.508 (c), whichever is longer.
  - k. The Contractor will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by HOME

regulations including, but not limited to the Consolidated Plan, the annual performance report and any quarterly reports required by the County. The Contractor agrees to defend, indemnify and hold harmless The County and its officers, employees, and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of Contractor in the performance of the Scope of Work except those arising by reason of the sole negligence of the County, its officers, employees or agents.

- l. Loan repayments, interest or other return on County's investment of HOME funds disbursed through this contract shall be collected by the Contractor and transferred to the County within 30 days of receipt. The County will hold any such funds for additional HOME-eligible activities in the County.
- m. The Contractor shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
- n. The Contractor agrees to comply will all requirements which are now or which may hereafter be imposed by HUD for the HOME program, as well as such requirements as may be imposed by the City of Turlock/Stanislaus County HOME Consortium.
- o. The Contractor shall be responsible for conducting the environmental review of any projects assisted through this contract in compliance with the National Environmental Protection Act and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval and formal acceptance.
- p. The Contractor agrees that it will comply with the Americans with Disabilities Act and Title VII or the Civil Rights Acts of 1964, and that no person in the United States shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation or any other non-merit factors be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available to the Contractor by the County pursuant to this contract.

For the purpose of these Acts no person shall:

- i. Deny any services or other benefit provided under the program or activity.
- ii. Provide any service or other benefit which is different or is provided in a different form from that provided to others under the program or activity;
- iii. Subject to segregated or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity;
- iv. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity;
- v. Treat an individual differently from others in determining whether that individual satisfies and admission enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity; or
- vi. Deny an opportunity to participate in a program or activity as an employee;

- q. To comply with the HOME regulation that funds be spent within 15 days of disbursement The Contractor shall request reimbursements of incidental expenditures. In the case of a known large expense, the Contractor may request, in writing, from the County and advance of the necessary amount of the funds, which will be expended within the time, allowed. The amount of each request shall be limited to the amount needed.

#### **4.0 LOAN CRITERIA:**

- 4.1** Loans will be available to qualified owner occupants. It is possible to combine loans for a total of \$60,000.00 in assistance, if all criteria are met.
- 4.2** Debt-to-Income Ratio: Home related expenses (mortgage, insurance, utilities). No more than 35% of Gross Income. (35% to 40%, Review on a case-by-case basis with the Loan Committee) (Debt to Income Ratio may not apply to deferred loans, have Loan Committee review.)
- 4.3** Maximum Loan-to-Value: Will be considered by the Loan Committee on all loans.
- 4.4** If located in a Flood Plain: Flood insurance required for projects over \$5,000.00 (1st year loan premiums may be paid by Major Home Repair Program if approved by Loan Committee).
- 4.5** At or below 50% Area Median Income (AMI): Maximum loan, \$15,000.00.  
A 0% deferred loan for the initial 5 years, then forgiven as a grant.
- 4.6** Above 50% to, at or below 80% AMI: Maximum loan, \$45,000.00.  
A 55 year, deferred loan. Loans will accrue interest for the first 10 years of the loan at 3% interest.
- 4.7** Above 80% to 120% AMI: Maximum loan, \$60,000.00  
A 15 year loan at 3% interest loan, with monthly payments. (The estimated Major Home Repair Program monthly payment amount should be included in the Debt to income Ratio).
- 4.8** Landlords: If the landlord does not have the available income to make the necessary repairs, the Loan Committee will review on a case-by case basis.
- 4.9** Credit Checks: Required on all loans over \$5,000.00.
- 4.10** Restrictive Covenants: Loans will contain the following restrictive covenants for the entire term of the loan.
- a. Owner shall not sell, transfer, convey, assign, rent, lease, encumber, mortgage or hypothecate the property.
  - b. Owner shall continuously occupy the property as his or her residence.
  - c. Owner shall maintain the property in post-rehabilitation condition.
  - d. Owner shall comply with all laws affecting the property and its use.
- 4.11** The owner's failure to comply with any or all of the above restrictions shall make the principal and all accrued interest immediately due and payable.

## **5.0 COMPENSATION**

**5.1** The Contractor shall be compensated for the services provided under this agreement as follows:

- a. Construction and fees.
- b. The Contractor shall be compensated one-hundred dollars (\$100.00) per application resulting in a rehabilitation contract and fifty dollars (\$50.00) each for all other completed applications, for the duties as outlined.
- c. The Contractor shall be compensated at a rate of fifteen percent (15%) of the total construction cost for each project funded.
- d. The Contractor shall be compensated at the rate of ten-dollars (\$10.00) for each monthly loan payment processed. (This fee may be subject to an increase of 3% each year for inflation).
- e. The Contractor shall submit a written invoice identifying the name of the individual performing services, the date the services were performed, a description of the services, and the total cost of the services. Any requests for payment of reimbursable expenses shall be itemized on the invoice. The County shall pay the Contractor within thirty (30) days of the receipt of the invoice.

## **6.0 DISPUTE RESOLUTION:**

- 6.1** The Contractor and the County will attempt to settle any claim or controversy arising out of or relating to this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. However, at any time before or during such negotiations, or following any unsuccessful negotiations, either party may by written notice to the other demand that the dispute be submitted to mediation. When such a demand is made, the parties shall within ten (10) days jointly make arrangements for the mediation of the dispute through the auspices, and pursuant to the then current mediation rules and procedures, of the Judicial Arbitration and Mediation Services ("JAMS"), except to the extent such rules and procedures are modified by agreement of the parties.
- 6.2** If the dispute has not been resolved within sixty (60) days of any written demand for mediation, or within a longer time period to which the parties may agree, the dispute shall be submitted to binding arbitration in accordance with the commercial arbitration rules of J.A.M.S./Endispute. In all cases submitted to JAMS for arbitration, the arbitration proceedings shall be conducted at a location mutually agreed upon by the parties and, if they cannot agree, then in Sacramento, California. The parties shall agree to a single arbitrator, advance their respective administrative fees, and advance in equal shares the arbitrator's fee.
- 6.3** Notwithstanding any rules or procedures of JAMS to the contrary, the arbitrator shall be bound to render a decision in accordance with applicable state and federal laws and shall issue written findings of fact and conclusions of law (the "written opinion").
- 6.4** In any petition to confirm, correct or vacate the arbitration award, the arbitrator's written opinion shall be subject to judicial review for the purpose of insuring that it conforms to applicable state and federal laws. Except for this limited right of judicial review and other statutory grounds for correcting or vacating the

arbitrator's award, the parties agree that the decision of the arbitrator shall be final and binding upon them.

**6.5** Any arbitration award shall include the cost of arbitration and reasonable attorney's fees to the prevailing party, if the arbitrator determines that there is a prevailing party in any such dispute. Judgment may be entered on the award in the Stanislaus County Superior Court.

**6.6** Any negotiation or mediation which takes place pursuant to this Agreement shall be confidential and shall be treated as a compromise and settlement negotiation for purposes of the Federal Rules of Evidence and State rules of evidence.

**7.0 MISCELLANEOUS:**

**7.1** Should any litigation be commenced between the Contractor and the County concerning any provisions of this Agreement, or the rights and duties of any person in relation thereto, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney fees in such litigation, which shall be determined by the court in such litigation, or in a separate action brought for that purpose.

**7.2** In the event of any conflict between the provisions of this Exhibit "B" and the provisions of Exhibit "A" (Standard Contract Conditions); specifically including but not limited to provisions in Exhibit "A" relating to compensation, invoicing, and dispute resolution; the provisions of this Exhibit "B" shall be controlling.

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER
08-CALHOME-4939
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  
STATE AGENCY'S NAME  
**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
CONTRACTOR'S NAME  
**Stanislaus County**
- The term of this Agreement is: **Upon HCD Approval through 09/09/2011**
- The maximum amount of this Agreement is: **\$750,000.00**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Authority, Purpose and Scope of Work	3
Exhibit B - Budget Detail and Payment Provisions	1
Exhibit C - HCD General Terms and Conditions	5
Exhibit D - State of California General Terms and Conditions	5
Exhibit E - Special Terms and Conditions	0
Exhibit F - Additional Provisions	0
<b>TOTAL NUMBER OF PAGES ATTACHED:</b>	<b>14 pages</b>

BOARD OF SUPERVISORS  
2010 DEC - 11 P 12:46

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

California Department of  
General Service  
Use Only

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc)  
**Stanislaus County**

BY (Authorized Signature)

DATE SIGNED (Do not type)

12/9/08

MAY 14 2009

PRINTED NAME AND TITLE OF PERSON SIGNING

**Kirk Ford, Interim Director of Planning & Community Development**

ADDRESS

**1010 10th Street, Modesto, CA 95354**

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of Housing and Community Development**

BY (Authorized Signature)

DATE SIGNED (Do not type)

5/13/09

PRINTED NAME AND TITLE OF PERSON SIGNING

**Stacy Q. Hernandez, Contracts Manager, Budget and Contracts Branch**

ADDRESS

**1800 Third Street, Room 350, Sacramento, CA 95811**

X Exempt per: SCM 4.04.3 (DGS Memo dated 6/12/81)