

## Property Management Agreement Homekey Program

This agreement is made this 9<sup>th</sup> day of March, 2021 between the County of Mendocino, (the "County") and Rural Communities Housing Development Corporation ("RCHDC").

1. **Appointment and Acceptance**

The County appoints RCHDC as the contractor for the management of the property described in Section 2 of this agreement.

2. **Description of Community; Regulatory Agreements**

The property to be managed by RCHDC under this agreement is to be known as Live Oak Apartments, a former 56-room motel development, being renovated and to be rented as apartments, consisting of the land, buildings, and other improvements located at 555 S. Orchard Avenue, Ukiah, California 95482.

This property is encumbered by a covenant agreement ("Covenant Agreement") that restricts eligible occupants of the property for a specified term, and is subject to the terms of the Project Homekey Standard Agreement entered into by the County and the California Department of Housing and Community Development, which incorporates by reference certain statutes and guidelines.

3. **Definitions** – As used in this agreement.

- a. "RCHDC" means the Rural Communities Housing Development Corporation, a California \_\_\_\_\_, which is an organization adequately licensed with the State of California to conduct Real Estate transactions and property management in the State of California.
- b. "HCD" means the California Department of Housing and Community Development which is the department that manages many funding programs in the State of California for housing and community development.
- c. "Homekey" or the "Homekey Program" is a program that helps assist cities, counties, and other non-profit organizations to provide interim and permanent affordable housing in local communities.
- d. "Principal Parties" means the County and RCHDC.

4. **Basic Information**

As soon as possible after the execution of this Agreement, the County will furnish RCHDC with a complete set of plans and specifications and any As-Built Plans for the property together with copies of all guarantees and warranties pertinent to construction, fixtures, and



equipment. With the aid of this information and thorough inspection by competent personnel, RCHDC will thoroughly familiarize itself with the character, location, construction, layout, plan, and operation of Live Oak Apartments, including but not limited to, the electrical, heating, plumbing, air-conditioning and ventilation systems, and all other mechanical equipment. RCHDC is a licensed Broker in good standing with the California Department of Real Estate and abide by all regulations and restrictions that are imposed by California Department of Real Estate as noted in the applicable regulations and laws.

5. **Homekey Participant Referral, Outreach, Screening, and Communication –**

The County will refer eligible participants upon notification by RCHDC about upcoming vacancies. The County will screen and document eligibility for occupancy at Live Oak Apartments, pursuant to the Covenant Agreement. Screening and documentation are to occur before applicants are approved to move into a room. The County will work with referring agencies to document applicant's eligibility status as defined under the Homekey Guidelines and incorporate procedures established by local Coordinated Entry System (CES), if any. To the extent required by the Homekey Program, RCHDC shall develop and implement an affirmative fair housing marketing plan that is satisfactory to the County. Appropriate aspects of the initial plan shall be incorporated into the ongoing management plan to ensure positive outreach and informational efforts to those who are least likely to know about and apply for Interim Housing or Permanent Housing. RCHDC is encouraged to refer to the guidelines for Affirmative Fair Housing Marketing Plans issued by the U.S. Department of Housing and Urban Development.

The County will conduct regular administrative and programmatic collaborative meetings. These meetings will help to ensure that the Principal Parties comply with this agreement, timely development of policies and procedures as issues emerge, and that units funded through the Homekey Program are being fully utilized. The County will participate in meetings with representatives of RCHDC, to discuss coordination of referrals, services, and vacancies. The County will provide RCHDC with a list of County staff hours, schedules of when staff will be on-site, and any ongoing supportive service events. Whenever possible, the County will keep this list updated.

6. **Move-In and Ongoing Occupancy**

As appropriate, the County will arrange for the provision of supportive services for the term of this agreement. The County will explain to Homekey participants the roles and responsibilities of RCHDC and the County. The County will obtain written permission from occupants, through a Release of Information form, for RCHDC staff to contact the County should any behaviors occur that could place their occupancy in jeopardy (for example, failure to follow terms and conditions of the occupancy agreement). At move-in, the County will meet with Homekey participants to provide an orientation of voluntary services that are available on-site and off-site, and to provide information about other community resources. In collaboration with each Homekey participant, the County will conduct a "needs assessment," and develop a recovery focused service plan, when deemed appropriate by County staff. Voluntary supportive services may include, but are not limited, to the following:



- Mental Health Services
- Psychiatric Evaluations
- Case Management
- Physical Health Services
- Crisis Management
- Linkage to Community-Based Services
- Substance Abuse Services
- Wellness and Recovery Action Planning (WRAP)
- Life Skills Training
- Peer Support
- Benefits Counseling
- Basic housing retention skills
- Educational Opportunities
- Employment/Vocational Services
- Budgeting & Financial Training
- Recreational and social activities
- Representative Payee Support
- 24/7 Consumer After-Hour Crisis Support

The County will conduct ongoing assessments/evaluations to monitor progress and provide appropriate interventions as needed. The County will update Homekey participant voluntary service plans at least annually, for participants who are engaged in services, and will provide 24/7 response for crisis intervention, when needed, using various programs implemented by the County. The County will coordinate and participate as needed in case conferences with other members of the HomeKey participant's support team to discuss Homekey participant's progress.

7. **Accounts** – RCHDC shall establish the following separate accounts for Live Oak Apartments funds: The "Operating Account", the "Replacement Reserve Account", the "Operating Reserve Account," and the "Security Deposit Account." Each of these accounts shall be fully insured by the Federal Deposit Insurance Corporation and shall be carried by the in RCHDCs name in trust for the County as noted under each account. The Security Deposit Account and the Operating Reserve Account will only be opened after the Live Oak Apartments have passed into the permanent housing phase of operations.

- a. **Operating Account**

A one-time draw to open the account will be made in the amount of two-hundred thousand dollars (\$200,000.00) to open the account. A review of the operating account will be reviewed as needed to ensure that enough operating funds are available to pay for operations of Live Oak Apartments. This account will be carried in RCHDC's name and designated as "Rural Communities Housing Development Corporation RCHDC as Trustee for The County of Mendocino Homekey Operating Trust Account".

b. **Replacement Reserve Account**

RCHDC shall transfer from the Operating Account to the Replacement Reserve Account an annual amount equal to the amount stated in the current approved budget. Deposits of one-twelfth (1/12<sup>th</sup>) of such amount shall be made to the Replacement Reserve Account each month on or before the twentieth (20<sup>th</sup>) day of the month. All interest or other income earned by the Replacement Reserve Account shall be applied solely to the purposes of the fund. This account will be carried in RCHDC's name and designates as "Rural Communities Housing Development Corporation RCHDC as Trustee for The County of Mendocino Homekey Replacement Reserve Trust Account".

c. **Operating Reserve Account**

RCHDC shall transfer from the Operating Account to the Operating Reserve Account an amount equal to three percent (3%) of the annual operating expenses. The total amount will be defined in the annual budget and approved by the County. Deposits of one-twelfth (1/12<sup>th</sup>) of said amount shall be made to the Operating Reserve Account each month on or before the twentieth (20<sup>th</sup>) of the month. All interest or other income earned by the Operating Reserve Account shall be applied solely to the purposes of the fund. This account will be carried in RCHDC's name and designated as "Rural Communities Housing Development Corporation RCHDC as Trustee for The County of Mendocino Live Oak Apartments Operating Reserve Trust Account".

d. **Security Deposit Account**

RCHDC shall deposit all participant security deposits that are collected into the Security Deposit Account. Earned interest will go to benefit the participant. This account will be carried in RCHDC's name and designated as "Rural Communities Housing Development Corporation RCHDC as Trustee for The County of Mendocino Homekey Security Deposit Trust Account".

8. **Collection of Fees and Other Receipts**

All income that is paid directly to Live Oak Apartments will be deposited into the operating account as defined in subsection 7a. listed above.

9. **Enforcement of Occupancy Agreement**

RCHDC will secure full compliance by each occupant with the terms of their Occupancy Agreement or applicable community and program rules. Voluntary compliance will be emphasized, and RCHDC will counsel participants and make referrals to community agencies in cases of financial hardship or under other circumstances deemed appropriate by RCHDC, to the end that involuntary termination of occupancies may be avoided to the maximum extent consistent with said management of Live Oak Apartments. Nevertheless, RCHDC may lawfully terminate any occupancy when, in RCHDC's judgment, sufficient cause for such termination occurs under the terms of the Occupancy Agreement. For this purpose, RCHDC



is authorized to consult with legal counsel to bring actions for eviction and to execute notices to vacate and judicial pleadings incident to such actions; provided, however, RCHDC keeps the County informed of such actions and follows such instruction as the County and legal counsel may prescribe for the conduct of any such action. Attorney fees and other necessary costs incurred in connection with such actions will be paid out of Live Oak Apartments Operating Trust Account as community expenses and be the responsibility of the County.

**10. Maintenance and Repair**

RCHDC will maintain Live Oak Apartments in good repair, and in a condition at all times acceptable to the County, including but not limited to cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by the County in addition to those contained herein. The costs of such services will be paid out of Live Oak Apartments Operating Trust Account as a community expense. Costs that are paid for out of Live Oak Apartments Operating Trust Account have to follow the most restrictive requirements regarding operating costs as defined by the County.

Incident thereto, the following provisions will apply:

- a. Special attention will be given to preventative maintenance and to the greatest extent feasible, the services of regular maintenance employees will be used.
- b. RCHDC will contract with qualified independent contractors for the maintenance and repair of air-conditioning systems and for extraordinary repairs beyond the capability of regular maintenance employees.
- c. RCHDC will systematically and promptly receive and investigate all service requests from occupants and take such action thereon as may be justified and will keep records of the same. Emergency requests will be received and serviced on a twenty-four (24) hour basis. Complaints of a serious nature, in the judgment of the RCHDC, will be reported to the County after an investigation.
- d. RCHDC is authorized to purchase all materials, equipment, tools, appliances, supplies, and services necessary for proper maintenance and repair. All expenses incurred for proper maintenance and repair of Live Oak Apartments will be a community expense paid for from Live Oak Apartments Operating Trust Account as a community expense.
- e. Notwithstanding any of the foregoing provisions the prior approval of the County will be required for any expenditure or fixed asset which exceeds Five Thousand Dollars (\$5,000.00) in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of Live Oak Apartments, except for recurring expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or property or required to avoid suspension

of any necessary service to Live Oak Apartments. In the latter events, RCHDC will inform the County of the facts as promptly as possible.

- f. RCHDC will physically inspect each contract unit before the commencement of occupancy by any family and at least annually after that.
- g. RCHDC will obtain three (3) written quotes for any services rendered for Live Oak Apartments.
- h. RCHDC will work with Mendocino County staff to coordinate repairs prior to seeking an outside source for work that cannot be completed by RCHDC's staff.
- i. While the units are being used as interim housing, RCHDC will coordinate weekly custodial services of units, including linen services.
- j. RCHDC recognizes this is a publicly owned facility and is subject to all public contract code and labor code sections.

#### **11. Utilities and Services**

By the operating budget, RCHDC will make arrangements for water, sewer, electricity, gas or propane, fuel oil, trash disposal, vermin extermination, landscape maintenance, decorating, laundry facilities, telephone, and internet services.

#### **12. Employees**

RCHDC will prescribe the number, qualifications, and duties of the personnel to be regularly employed in the management of Live Oak Apartments, including a Resident Manager, maintenance, bookkeeping, clerical, and other managerial employees. All such personnel will be employees of RCHDC and will be hired, paid, supervised, and discharged through RCHDC, subject to the following conditions.

- a. The Resident Manager will have duties of the type usually associated with the position. The Resident Manager will be directly responsible to RCHDC's Regional Property Manager or another appropriate officer. The Resident Manager will coordinate the activities of Live Oak Apartments in the interest of the sound overall management.
- b. The compensation (including fringe benefits) of the Resident Manager and the maintenance employees will be defined by RCHDC. Compensation of bookkeeping, clerical, and other managerial personnel considered necessary for the operations of the property will also be determined by RCHDC, provided minimum wage standards are met.



- c. The County will reimburse RCHDC for employee compensation (including fringe benefits) payable to the on-site management and maintenance employees, defined by RCHDC, and for all local, state, and federal taxes and assessments (including but not limited to Social Security and Medicare Taxes, unemployment insurance, State Disability, worker's compensation insurance), electronic payroll processing, employee training, earned and accrued vacation leave, earned and accrued sick leave, merit bonuses at the discretion of RCHDC, matching retirement contributions, travel reimbursements, and for medical, dental, and vision benefits incident to the employment of such personnel. Such payments will be identified in the annual operating budget and paid out of Live Oak Apartments Operating Account and are community expenses.
- d. Compensation (including fringe benefits) payable to all on-site staff for medical, dental, and vision benefits plus all local, state, and federal taxes and assessments incident to the employment of such personnel will be borne solely by Live Oak Apartments through Live Oak Apartments Operating Account, and will not be paid out of RCHDC's Management fee. The rental value of any dwelling unit furnished rent-free to the Resident Manager and related utility cost will be treated as a cost to Live Oak Apartments.

### **13. Disbursements**

- a. **Operating Account**

From the funds collected and deposited by RCHDC in Live Oak Apartments Operating Trust Account under Section 7 above, RCHDC will make the following disbursements promptly when payable:

- i. Make monthly transfers to the Replacement Reserve Account as applicable.
- ii. Make monthly transfers, as applicable, to the Operating Reserve Account.
- iii. Pay RCHDCs fee as provided in Section 23 of this agreement.
- iv. Pay salaries and benefits of community employees hired pursuant to section 12 of this agreement and the taxes and other payments required by law to be paid to local, State, and Federal governments in connection with the employment of such employees.
- v. Reimbursement to RCHDC for compensation payable to the employees specified in Subsection 12 c and d above, for medical, dental, and vision benefits and the taxes and assessments payable to local, state, and Federal governments in connection with the employment of such personnel.

- vi. Pay for insurance as required by Section 20 of this Agreement as required.
- vii. Pay for an independent audit as required in Section 15 of this Agreement as required.
- viii. Pay for expenditures authorized for maintenance and repair in Section 10 of this Agreement.
- ix. Pay for the cost of utilities and services as authorized in Section 11 of this Agreement.
- x. Pay reasonable attorney's fees and other necessary costs incurred in connection with the action to terminate occupancies in accordance with Section 9 of this Agreement.
- xi. Pay other items of expense approved by the County.
- xii. All sums are otherwise due and payable by the County as expenses of Live Oak Apartments authorized to be incurred by RCHDC under the terms of this agreement, including compensation payable to RCHDC, under Section 23 below, for the services hereunder.

**b. Replacement Reserve Account**

Disbursements from this account are subject to prior written approval by the County. In the event emergency repairs involving manifest danger to persons or property or repairs required avoiding suspension of any service to Live Oak Apartments, RCHDC shall seek approval of the necessary expenditures from the County by telephone, which shall be followed by written approval. At all times, RCHDC will follow the current Homekey regulations in regards to Replacement Reserve Expenditures.

**c. Operating Reserve Account**

Funds from this account are restricted to uses in the Annual Budget only when funds in the General Operating Account are insufficient for the purpose. Withdrawal of these funds requires pre-approval from the County.

**d. Security Deposit Account**

Funds from this account are restricted to use for a participant refund of security deposits or to cure defaults in accordance with the participant's lease agreement and applicable law.

- e. In the event the balance of Live Oak Apartments Operating Trust Account is at any time insufficient to pay disbursements due and payable under Subsection 13a



above, RCHDC will inform the County of that fact, and the County will then remit to RCHDC sufficient funds to cover the deficiency. In no event will RCHDC be required to use its funds to pay such disbursements.

- f. Disbursements from Live Oak Apartments Operating Trust Account will have to additionally comply with any regulatory, lender, and agency restrictions or regulations.

#### **14. Budgets**

County and RCHDC hereby acknowledge that they will approve annual operating budgets for each fiscal year for the term of this agreement. RCHDC will provide County Health & Human Services Agency (HHSA) with a draft budget for review and approval by the HHSA Director prior to February 1 for the following fiscal year. RCHDC will keep the County informed of any anticipated deviation from the receipts or disbursements anticipated in the approved budget. If the funding program for Live Oak Apartments allows for Budget Based rent increases, RCHDC will work with the County to seek Budget Based rent increases when appropriate.. If at any point there is a short fall of operating cash, the County will provide funds to cover operating shortfalls.

#### **15. Records and Reports**

RCHDC will have the following responsibilities concerning records and reports:

- a. RCHDC will establish and maintain a comprehensive system of books and records satisfactory to the County. All records, books, and accounts will be subject to examination at reasonable hours by an authorized representative of the County.
- b. RCHDC will have an annual audit and income tax return prepared by a Certified Public Accountant selected by RCHDC and County based upon the preparer's examination of the books and records of the County and RCHDC. The report will be prepared in accordance with generally accepted accounting principles and certified by the preparer and RCHDC and will be submitted to the County within ninety (90) days after the end of the fiscal year. Live Oak Apartments Operating Trust Account will pay the compensation for the preparer's service with those payments as an expense of Live Oak Apartments as required for the program and County's needs.
- c. RCHDC will furnish such information (including occupancy reports) as may be requested by the County from time to time concerning the financial, physical, or operational condition of Live Oak Apartments, including the information needed to submit reports ,if necessary, to HCD. The timing of the audits is subject to the requirements of the community regulatory agreements.



- d. By the twentieth (20<sup>th</sup>) day of each month, RCHDC will furnish the County with a complete financial statement for the previous month, including a Balance Sheet and a Statement of Profit and Loss.
- e. The County and RCHDC agree that all bookkeeping, clerical, and management overhead expenses (including but not limited to the cost of office supplies and equipment, postage, transportation for managerial personnel, and telephone services related to RCHDC's own offices and direct employees) will be borne by RCHDC out of its own funds and will not be treated as a community expense. However, the cost of direct office supplies and equipment, data processing, bookkeeping services, bank account charges, postage, and auditing, shall be borne by the County and treated as a community expense. The County will reimburse RCHDC for computer and accounting services.

**16. Bids and Purchase Discounts, Rebates or Commissions, et al.**

RCHDC, on behalf of the County, agrees to obtain contract materials, supplies, and services at the lowest possible cost and on the terms most advantageous to Live Oak Apartments and to secure and credit to Live Oak Apartments all discounts, rebates, or commissions obtained with respect to purchases, service contracts, and other transactions on behalf of Live Oak Apartments. RCHDC agrees that all goods and services purchased from individuals or companies having an identity-of-interest with RCHDC shall be purchased at costs, not more than those that would be incurred in making arms-length purchases on the open market.

RCHDC shall solicit written cost estimates (i.e., bids) from at least three (3) contractors or suppliers, when available, for any work item which the County and RCHDC estimate will cost five thousand dollars (\$5,000.00) or more and for any contract or ongoing supply or professional service arrangement of any amount. RCHDC agrees to accept the bid which represents the lowest price taking into consideration the bidder's reputation for quality of workmanship or materials, timely performance, and the time frame within which the service or goods are needed. For any contract or ongoing supply or service arrangement obtained from more than one source and estimated to cost less than ten thousand dollars (\$10,000.00), RCHDC shall solicit verbal or written cost estimates as necessary to assure that Live Oak Apartments is obtaining services, supplies, and purchases at the lowest possible cost. RCHDC must make a written record of any estimate obtained.

**17. Occupant-Management Relations**

RCHDC will encourage and assist residents of Live Oak Apartments in forming and maintaining representative organizations to promote their common interest and will maintain good-faith communications with such organizations to the end that problems affecting the Community and its residents may be avoided or solved on the basis of mutual self-interest.

**18. Off-Site Management Facilities**

Subject to the further agreement of the County and RCHDC as to more specific terms, RCHDC will maintain a remote management office.



**19. Insurance**

RCHDC shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement. RCHDC will pay premiums out of Live Oak Apartments Operating Trust Account, and premiums will be treated as operating expenses. RCHDC will investigate and furnish the County with full reports as to all accidents, claims, and potential claims for damage relating to Live Oak Apartments, and will cooperate with the County's insurers in connection therewith. RCHDC shall furnish the County with original Certificates of Insurance prior to the commencement of RCHDC services. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Coverage shall be at least as broad as:

- a. Commercial General Liability (CGL): Insurance covering CGL on an "occurrence" basis, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Automobile liability insurance with a limit of no less than \$1,000,000 combined single limit per accident for bodily injury and property damage for any automobile used for any service required or provided under the terms of this agreement.
- c. Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits no less than \$1,000,000 per accident for bodily injury or illness.
- d. Professional Liability: Insurance appropriate to the agreement, with a limit of no less than \$1,000,000 per occurrence or claim, \$1,000,000 in aggregate.

**20. Fidelity Insurance**

RCHDC will furnish, at its own expense, fidelity insurance in the principal sum of One Million Dollars (\$1,000,000.00), less a \$2,500 deductible, for the purpose of protecting the County against misappropriation of Community Funds by RCHDC or its employees.

**21. Compliance with Governmental Order**

RCHDC will take such actions as may be necessary to comply promptly with all governmental orders or other requirements affecting Live Oak Apartments, whether imposed by Federal, state, the County or municipal authorities, subject, however, to the limitations stated in Subsection 10e concerning repairs. Nevertheless, RCHDC shall take no such action so long as the County is contesting, or has affirmed its intention to contest, any such order or requirements, within seventy-two (72) hours from the time of their receipt.

**22. Nondiscrimination**

In the performance of its obligations under this agreement, RCHDC will comply with the provisions of any Federal, state or local law prohibiting discrimination in housing on the



grounds of race, color, sex, creed, or national origin, including Title VI of the Civil Rights Act of 1964 (Public Law 88 -352, 78 Stat. 241).

**23. RCHDC's Compensation**

RCHDC will be compensated for its service under this agreement by monthly fees, to be paid out of Live Oak Apartments Operating Trust Account, and treated as community expense. These fees are computed and paid according to HCD requirements. Each such monthly fee will be the maximum allowable fee approved by HCD under the currently approved operating budget. Such fees will be payable by the tenth (10th) day of each month. The monthly fee shall be seventy-four dollars (\$74) per unit per month, as increased annually to the HCD acceptable limit.

**24. Term of Agreement**

This agreement shall be in effect commencing March 9, 2021, and shall terminate and expire on June 30, 2024, unless extended pursuant to the terms hereof. In the event a petition of bankruptcy is filed by or against either of the Principal Parties, or in the event either makes an assignment for the benefit of creditors or takes advantage of any insolvency act, the other party may terminate this agreement without notice to the other, provided prompt written notice of such termination is given to each of the Principal Parties. After the expiration of the initial term, this agreement will automatically renew for additional one-year period unless otherwise terminated as provided below.

**25. Termination of the Agreement by RCHDC or County**

The term of this Agreement will remain in effect as outlined in Subsection 24 unless cancellation is made by either party with a minimum of sixty (60) days written notice and delivered by certified mail.

Upon cancellation of this Agreement, RCHDC will turn over to the County all of Live Oak Apartment's Cash, Investments, and accounting/compliance records immediately.

**26. Indemnification and Hold Harmless**

The Principal Parties shall indemnify, defend and hold harmless the other and its officers, agents, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorneys' fees, which arise by the virtue of its negligent or willful acts of misconduct or omissions (either directly or through or by its officers, officials, employees, or volunteers) in connection with its duties and obligations under this agreement and any amendments, except such loss or damage which was caused by the negligence or willful misconduct of the other party. For the avoidance of doubt, in the event that both parties are held to be negligently or willfully responsible, each will bear their proportionate share of liability as determined in any such proceeding and each side will bear its own costs and attorney's fees.

**27. Interpretative Provisions**



- a. This agreement shall be binding upon the successors and assignees of the RCHDC and the successors and assignees of the County. However, RCHDC shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- b. This agreement constitutes the entire agreement between the County and RCHDC concerning the management and operation of Live Oak Apartments and no change will be valid unless made by supplemental written agreement, executed and approved by the Principal Parties
- c. This agreement may be executed in several counterparts, each of which shall constitute a complete original agreement, which may be introduced in evidence or used for any other purpose without production of any of the counterparts.

**28. Attorney's Fees**

If either party commences an action against the other party arising out of or in connection with this agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and cost of suit.

**29. The Scope of RCHDC Responsibility**

Should County request RCHDC to undertake work that exceeds the scope generally considered standard management, then a fee shall be agreed upon for such services before the work begins. Standard management does not include modernization, refinancing, fire restoration, major rehabilitation, obtaining income tax advice, presenting petitions to planning or zoning committees, advising on proposed new construction or other counseling, or any other activity or service that is not customarily provided by a property management company. If the County wishes to hire RCHDC to address such issues, RCHDC may elect to undertake such task at its discretion. The charge for this work will be based on the applicable current rate schedule.

[ Signatures on next page ]

Signed this \_\_\_\_ day of TBD, 2021.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

M. G. WOOD 3-1-21  
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 4073

Line Item: 86-2123

Grant: ☒ Yes ☐ No

Grant No.: 20-HK-00071

CONTRACTOR/COMPANY NAME

By: Brad Mc Ardell

Date: 3/2-2021

NAME AND ADDRESS OF CONTRACTOR:

Rural Communities Housing Development Corporation

499 Leslie Street

Ukiah, CA 95482

COUNTY OF MENDOCINO

By: [Signature]  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: 3-11-2021

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy **MAR 11 2021**

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy **MAR 11 2021**

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: Matthew Kiedrowski  
Deputy

Date: 03/02/2021

INSURANCE REVIEW:

By: [Signature]  
Risk Management

**03/02/2021**  
Date: \_\_\_\_\_

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO

**03/02/2021**  
Date: \_\_\_\_\_

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: \_\_\_\_\_