

**NAPA COUNTY HOUSING AUTHORITY AGREEMENT NO. 250007B  
(NCHA)**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of June, 2024, by and between NAPA COUNTY HOUSING AUTHORITY, a PUBLIC HOUSING AUTHORITY pursuant to California Health and Safety Code section 34200 et. Seq., hereinafter referred to as “AUTHORITY”, and CALIFORNIA HUMAN DEVELOPMENT CORPORATION a California non-profit corporation, whose mailing address is 3510 Unocal Place, Suite 200, Santa Rosa, CA 95403, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, AUTHORITY wishes to obtain specialized services to provide management oversight of the day to day operation and provision of other related services for migrant farm workers who utilize the accommodation of three farm worker housing centers owned by the AUTHORITY identified as: (1) the River Ranch Center located at 1109 Silverado Trail, St. Helena, (2) the Calistoga Center located at 3996 N. St. Helena Highway, Calistoga, and (3) the Mondavi Center, located at 5589 Silverado Trail, Napa, collectively referred to as the “Centers”; and

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to AUTHORITY under the terms and conditions set forth herein; and

**TERMS**

**NOW, THEREFORE**, AUTHORITY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve AUTHORITY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2024 and shall expire on June 30, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to AUTHORITY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).
2. **Scope of Services.** CONTRACTOR shall provide AUTHORITY those services set forth in Exhibit “A”, attached hereto, and incorporated by reference herein.

**3. Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, AUTHORITY shall pay CONTRACTOR at the rates set forth in Exhibit "A", attached hereto and incorporated by reference herein.

(b) Expenses. Travel or other expenses will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "A."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed One Million, One Hundred Five Thousand, Seven Hundred Eighty-Three Dollars (\$1,105,783) for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

**4. Method of Payment.**

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to AUTHORITY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by AUTHORITY, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than once per month to the AUTHORITY staff who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(e) Legal status. So that AUTHORITY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the AUTHORITY Staff upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

**5. Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, AUTHORITY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at

CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that AUTHORITY may monitor the work performed by CONTRACTOR. AUTHORITY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, AUTHORITY, in addition to any other rights or remedies which AUTHORITY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide AUTHORITY with certification of all such coverages upon request by AUTHORITY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, **issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:**

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. [RESERVED]

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or

CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of AUTHORITY's Risk Manager, demonstrated by other evidence of coverage acceptable to AUTHORITY's Risk Manager, which shall be filed by CONTRACTOR with the Director of Housing and Homeless Services prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its AUTHORITY number or title and department; shall be kept current during the term of this Agreement; shall provide that AUTHORITY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming AUTHORITY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of AUTHORITY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to AUTHORITY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by AUTHORITY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof. CONTRACTOR shall submit certified copies to the AUTHORITY through third-party insurance reviewer, EBIX, using one of two methods: (a) uploading directly to EBIX website or by email to countyofnapa@ebix.com.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, AUTHORITY's Risk Manager, which approval shall not be denied unless the AUTHORITY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by AUTHORITY's Risk Manager if the Risk

Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects AUTHORITY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

**8. Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless AUTHORITY and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the negligence or willful acts of AUTHORITY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. AUTHORITY shall defend at its own expense, indemnify, and hold harmless CONTRACTOR and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of AUTHORITY or its officers, agents, employees, volunteers, contractors and subcontractors in connection with this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the negligence or willful acts of CONTRACTOR or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold AUTHORITY and its officers, agents, and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least ninety (90) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by AUTHORITY unless an opportunity for consultation is provided prior to the effective date of the termination. AUTHORITY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of AUTHORITY for the convenience of AUTHORITY.

11. **Disposition of, Title to and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to AUTHORITY, AUTHORITY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains AUTHORITY data on those portions of digital software hosted by CONTRACTOR and not controlled by AUTHORITY ("AUTHORITY data"), CONTRACTOR shall promptly return County data to AUTHORITY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from AUTHORITY that the copy of the data provided to AUTHORITY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of AUTHORITY, the property of and shall be promptly returned to AUTHORITY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only AUTHORITY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that

AUTHORITY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which AUTHORITY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to AUTHORITY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by AUTHORITY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to AUTHORITY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to AUTHORITY for damages sustained by AUTHORITY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and AUTHORITY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to AUTHORITY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

AUTHORITY

Napa County Housing Authority  
2751 Napa Valley Corporate Dr.  
Building B  
Napa, CA. 94558

CONTRACTOR

California Human Development Corp.  
3510 Unocal Place Suite 200  
Santa Rosa, CA. 95403

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by AUTHORITY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa “Policy for Maintaining a Harassment and Discrimination Free Work Environment” revised effective June 20, 2017.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the AUTHORITY computer network shall sign and have on file with AUTHORITY’s ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

**15. Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to AUTHORITY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of AUTHORITY, expressed through its Director of Housing and Homeless Services. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to AUTHORITY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR’s work product if such product has been made available to the public by AUTHORITY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as “Protected Information”), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of AUTHORITY Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose AUTHORITY Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with AUTHORITY. Any other access, use or disclosure of AUTHORITY Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents or devices containing AUTHORITY Protected Information from a AUTHORITY facility; the unauthorized transmission of AUTHORITY Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or AUTHORITY employees) who do not have a AUTHORITY approved business reason to obtain the information.

(2) CONTRACTOR shall ensure that its staff and any third party organizations or individuals that it engages to perform services in conjunction with the terms of this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of AUTHORITY's Protected Information. Upon request, CONTRACTOR shall make available to AUTHORITY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify AUTHORITY immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of. This includes instances wherein CONTRACTOR encounters unsecured Protected Information in areas where CONTRACTOR employees are performing services.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of AUTHORITY's Protected Information, or its unauthorized access to or disclosure of AUTHORITY's Protected Information, including, but not limited to, mitigation of the breach, cost to the AUTHORITY of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

**16. No Assignments or Subcontracts.**

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of AUTHORITY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for AUTHORITY to withhold its consent to assignment. For purposes of this subparagraph, the consent of AUTHORITY may be given by the Director of Housing and Homeless Services.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

**17. Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

**18. Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold AUTHORITY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that AUTHORITY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish AUTHORITY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** AUTHORITY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after AUTHORITY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and AUTHORITY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to AUTHORITY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as AUTHORITY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of AUTHORITY relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, AUTHORITY may terminate this Agreement immediately upon giving written notice without further obligation by AUTHORITY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that AUTHORITY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the

Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

28. **Counterparts.** This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

*[Remainder of page left blank intentionally; signature page follows.]*

29. **Electronic Signatures.** This Agreement may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Agreement and shall have the same force and effect as a manually executed original.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

California Human Development Corporation,

By Thomas Stuebner  
**THOMAS STUEBNER, CEO**

By Dan Walker  
**DAN WALKER, CFO**  
**"CONTRACTOR"**

NAPA COUNTY HOUSING AUTHORITY, a Public Housing Authority

By \_\_\_\_\_  
**JOELLE GALLAGHER, Chair**  
**Board of Commissioners**

"AUTHORITY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Deputy County Counsel</p> <p>Date: <u>June 14, 2024</u></p>	<p>APPROVED BY THE NAPA COUNTY HOUSING AUTHORITY</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Authority</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Authority</p> <p>By: _____</p>
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**EXHIBIT "A"**

**SCOPE OF WORK AND COMPENSATION**

CONTRACTOR shall provide COUNTY with the following services:

**I. DESCRIPTION OF SERVICES AND RATES OF COMPENSATION**

**See Attached.**

**II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

# NAPA COUNTY HOUSING AUTHORITY AGREEMENT NO. 250007B (NCHA)

## EXHIBIT A

### SCOPE OF WORK

CONTRACTOR shall provide AUTHORITY with the following minimum services relating to management and day to day operations with respect to the three farmlabor housing centers (collectively “Centers”, individually “Center”) in Napa County known as: (1) Mondavi Center, 5585 Silverado Trail (sometimes referred to as 5589 Silverado Trail), Napa), (2) River Ranch Center, 1109 Silverado Trail, St. Helena, and (3) Calistoga Center, 3996 N. St. Helena Highway, Calistoga:

#### **I. DESCRIPTION OF SERVICES.**

**A. General:** CONTRACTOR shall carry out its overall management and day-to-day operations oversight responsibilities of the Centers in accordance with this Agreement, Scope of Work, budget, center maintenance schedule, the requirements imposed under the grant documents of the Joe Serna, Jr. Farmworker Housing Grant Program, and all applicable federal, State, and local laws and regulations

**B. Operating Periods:** As of July 1, 2024 through the term of the Agreement, CONTRACTOR shall make available to eligible farmworkers (“Lodgers”) housing accommodations at the Centers excluding the periods set forth below:

(a.) River Ranch Center – Open 07/01/2024 Close 12/28/2024 Reopen 02/02/2025

(b.) Calistoga Center – Open 07/01/2024 Close 11/23/2024 Reopen 12/29/2024

(c.) Mondavi Center – Open 07/01/2024 Close 11/16/2024 Reopen 12/22/2024

The scheduled operating period for each Center may be modified only with the prior written consent of AUTHORITY, or in case of a necessary closure due to immediate health and safety issues.

**C. Staffing:** CONTRACTOR shall be responsible for ensuring that appropriate and competent staff is available and in place. At a minimum, CONTRACTOR shall maintain an on-site manager and cook at each Center. The full staffing complement is:

(a.) **Calistoga Center:**

- i. Regional On-site Manager – 100% for 11 months plus 2 weeks shutdown maintenance and opening preparation.
- ii. Cook – 100% for 11 months including scheduled overtime and holiday pay.
- iii. Assistant Cook/Janitor – 100% for up to 11 months including scheduled overtime and holiday pay.

**(b.) River Ranch Center:**

- i. On-site Manager – 100% for 11 months plus 2 weeks shutdown and maintenance and opening preparation.
- ii. Cook – 100% for 11 months plus scheduled overtime and holiday pay.
- iii. Assistant Cook/Janitor – 100% for up to 11 months plus scheduled overtime and holiday pay.

**(c.) Mondavi Center:**

- i. On-site Manager – 100% for 11 months plus 2 weeks shutdown maintenance and opening preparation.
- ii. Cook – 100% for 11 months plus scheduled overtime and holiday pay.
- iii. Assistant Cook/Janitor – 100% for up to 11 months plus scheduled overtime and holiday pay.

**(d.) Administration/Maintenance:**

- i. Housing Program Director – 20% for 12 months
- ii. Maintenance Manager – 60% for 12 months, with responsibility for providing general maintenance and general repairs at all three Centers per the Job Description and maintenance requirements detailed in Scope of Work – Maintenance Requirements.
- iii. Administrative Assistant/ Fiscal Analyst – 100% for 12 months, to provide routine fiscal and administrative support for the Farm Worker Program under supervision of Housing Program Director.

In the event AUTHORITY determines that any of CONTRACTOR's staff is performing in an unsatisfactory manner, AUTHORITY will so notify CONTRACTOR, and CONTRACTOR shall take immediate action to remedy such unsatisfactory performance. CONTRACTOR shall be liable for any damage to the Centers caused by CONTRACTOR's staff.

**D. Communication and Interface with CONTRACTOR:** CONTRACTOR, through its Housing Program Director or designated staff, shall be responsible for working with AUTHORITY to:

(a.) Meet on a monthly basis or on an as-needed basis with AUTHORITY's Executive Director or designee regarding operations of the Centers to review and make recommendations to AUTHORITY concerning the annual and periodic budgets submitted with respect to the Centers, as well as applicable property management practices. Such review and recommendations shall also include rents, occupancy rates and expense projections, review of required monthly and quarterly reports as required herein.

(b.) CONTRACTOR will prepare Monthly Occupancy Projections for each Center and will endeavor to take all necessary actions to achieve the occupancy levels and the corresponding rental income for each Center as projected in Operating Budget.

**E. Food Service:** CONTRACTOR shall implement a food service program so as to provide three (3) meals a day, Monday through Saturday, and a cold breakfast on Sundays, for lodgers at the Centers in accordance with applicable health and safety laws.

**F. Rental Administration:**

(a.) Lodger Eligibility/Lodging Agreement: CONTRACTOR shall certify upon initial lodger registration that the proposed lodger is a farmworker and provides verification in the form of a pay stub or employer letter of farmworker/agricultural employment within 30 days of initial registration. The lodger's certification and verification of employment shall be retained by CONTRACTOR with lodger's registration.

(b.) CONTRACTOR shall require each lodger to execute an AUTHORITY approved Lodging Agreement prior to granting a right of occupancy to the lodger.

(c.) Lodger Grievance Procedures: CONTRACTOR shall provide a copy of the AUTHORITY approved Grievance Procedure to each lodger upon registration.

(d.) Center Rules and Regulations: CONTRACTOR shall provide a copy of the AUTHORITY approved Farmworker Center Rules and Regulations and ensure compliance therewith by both staff and lodgers in their use of the Centers. The copy shall be provided to each lodger upon registration. Use of the Centers shall be limited to lodgers, CONTRACTOR and AUTHORITY staff, and users who have obtained prior AUTHORITY consent.

- (e.) Lodger Recruitment: CONTRACTOR shall seek to maximize occupancy at the Centers through appropriate targeted advertising and interaction with prospective lodgers and employers through distribution of appropriate written (printed or digital) materials and in cooperation with the farmworker labor industry and farmworker service providers in Napa County.
- (f.) Termination of Tenancies: CONTRACTOR shall have the right to terminate the lodger relationship for non-payment of lodging fees or just cause under applicable Federal, State and local laws or AUTHORITY approved written policies and rules and regulations. AUTHORITY shall be notified in writing of any such lodger termination.

**G. Operation of Centers – Budget – Grants:**

- (a.) CONTRACTOR shall operate the Centers in accordance with this Scope of Work and the Operating Budget. AUTHORITY may revise the Operating Budget in writing to correspond to revised occupancy and revenue projections for approved operating periods for the Centers and approved funding sources.
- (b.) The budget is based on CONTRACTOR maintaining an average occupancy rate of not less than ninety five percent (95%) over the term of the Agreement, in the aggregate for all three Centers. AUTHORITY shall be responsible for any deficits arising from an increase in AUTHORITY expenses as identified in AUTHORITY's approved Fiscal Year 2024/2025 Budget. The contract budget was established based on a 95% occupancy projection. Actual operations below 95% occupancy will not result in CONTRACTOR being responsible for revenue shortfall, but may result in contract scope revisions to align operating budget to actual revenues.
- (c.) AUTHORITY shall arrange to be billed directly for expenses as identified in CONTRACTOR'S approved Fiscal Year 2024/2025 Budget and shall pay the same when due. All other expenses associated with the operations of the Centers shall be the responsibility of CONTRACTOR.
- (d.) CONTRACTOR may make budget line-item adjustments or transfers for each Center, as identified in Operating Budget, up to ten percent of the total budget line-item amount, excluding budget line items for salaries, without the prior approval of AUTHORITY. Budget line-item adjustments or transfers relating to salaries, or in excess of ten percent per line item per Center, must first be approved in writing by AUTHORITY prior to the adjustment, and will be treated as a budget modification request.
- (e.) All budget modification requests must be approved in writing by AUTHORITY in advance of the modification. All modification requests will be made to AUTHORITY in writing, with supporting documentation, for AUTHORITY's review

and approval and are subject to the provisions of Paragraph 17 (Amendment/Modification) of this Agreement.

(f.) AUTHORITY and CONTRACTOR shall work cooperatively and to the extent possible be co-applicants in to seeking grants related to the operation of the Centers, whether for capital improvements and/or operating expenses. In the event such grants are received, such funds shall be deposited with AUTHORITY, with appropriate reimbursement to CONTRACTOR if so allowed under the terms of the grant. In the event the grant terms limit deposit and use of the funds to CONTRACTOR only, then CONTRACTOR will reflect receipt and expenditure of the grant funds in its financial reporting to AUTHORITY.

(g.) All donations which are received by AUTHORITY or CONTRACTOR which are associated with the operations of the Centers shall be processed in accordance with adopted AUTHORITY policies.

#### **H. Compliance with AUTHORITY Financial Policies and Procedures:**

(a.) CONTRACTOR shall comply with adopted AUTHORITY Financial Policies and Procedures as identified below. CONTRACTOR shall also comply with the Financial Policies and Procedures as they may be amended, or newly adopted in the future. AUTHORITY agrees to consult with CONTRACTOR prior to amending or newly adopting further Financial Policies and Procedures so that CONTRACTOR may remain compliant with these requirements. AUTHORITY adopted Financial Policies and Procedures as of the effective date of this Agreement are:

- i. Lodging Revenue and Deposits – January 2010
- ii. Collection Monitoring – Prepaid Lodger Accounts – May 2018
- iii. Collection Monitoring and Past Due Accounts – May 2018
- iv. Rent Refunds –July 2007
- v. Acceptance of Donations – May 2018
- vi. Petty Cash –October 2007

#### **I. Statements:**

(a.) Monthly Statement. CONTRACTOR shall submit to AUTHORITY, on or before the 20th day following the end of each month, a Monthly Statement detailing revenue and expenses for each Center. CONTRACTOR shall submit an itemized Occupancy Report for each Center that documents projected versus actual occupancy for the

preceding month and compares actual occupancy rate compared to the last three years of operation for each Center on or before the 10<sup>th</sup> of each month.

(b.) Close Out Statement CONTRACTOR shall submit to AUTHORITY a Close Out Statement, which details for each Center for the contract period all revenue received, and all accrued and paid operational expenses, on or before the 30th day following the end of the contract period. AUTHORITY shall utilize the Close Out Statement as the final revenue and expense statement for the contract period.

**J. Maintenance/Repairs/Inspections:**

(a.) Day to day maintenance: Centers will be inspected daily and any and all routine maintenance will be completed in a timely manner. This applies to both the interiors and exteriors of the Centers, and improvements associated with the Centers.

(b.) Repairs: All necessary repairs will be performed in a timely manner. Any major repairs or the need for the same will be reported to the AUTHORITY Executive Director within 24 hours of discovery.

(c.) Water systems: The AUTHORITY Executive Director will coordinate the services of a third-party water system operator, for the weekly, monthly, and/or annual maintenance and testing required by state law. The AUTHORITY shall maintain all necessary records. CONTRACTOR shall assure the functionality of the water system on a daily basis to insure proper functioning. CONTRACTOR shall immediately report any issues or concerns to the AUTHORITY and third-party water system operator. AUTHORITY will coordinate at least a one (1) annual training between water system operator and CONTRACTOR staff regarding operation of manual generator for the water system and general water system operation.

(d.) Fire protection systems: The AUTHORITY Executive Director will coordinate the services of a third-party fire protection system vendor, for the weekly, monthly, or annual maintenance and testing required by state law. The AUTHORITY shall maintain all necessary records. CONTRACTOR shall assure the functionality of the fire protection systems on a daily basis to insure proper functioning. CONTRACTOR shall immediately report any issues or concerns to the AUTHORITY and third-party fire protection system vendor.

(e.) Septic Systems: The AUTHORITY Executive Director will coordinate the services of a third-party septic system vendor, for septic pumping, maintenance, and testing as required by state law. The AUTHORITY shall maintain all necessary records. CONTRACTOR shall assure the functionality of the fire protection systems on a daily basis to insure proper functioning. CONTRACTOR shall immediately report any issues or concerns to the AUTHORITY and third-party septic system vendor.

(f.) HVAC Systems: The AUTHORITY Executive Director will coordinate the services of a third-party HVAC system vendor, for preventative maintenance, inspection, and minor repairs. The AUTHORITY shall maintain all necessary records. CONTRACTOR shall assure the functionality of the HVAC systems on a routine basis to insure proper functioning. CONTRACTOR shall immediately report any issues or concerns to the AUTHORITY and third-party septic system vendor.

**K. Emergency Repairs:**

(a.) CONTRACTOR shall be authorized to make or cause to be made, such emergency repairs to the Centers as may be advisable or necessary to provide for the preservation of the structures and improvements from imminent damage, the health and safety of the lodgers, or protection of the lodgers' property. CONTRACTOR shall be limited to expenditures of up to \$2,000 per Center over the term of this Agreement for such repairs without obtaining AUTHORITY's prior written approval.

(b.) CONTRACTOR shall not make any repairs or purchase any supplies or labor related to emergency repairs without prior written approval of AUTHORITY if the cost exceeds the foregoing \$2,000 limitation.

(c.) Any costs associated with repairs caused by a lack of required performance or negligence by CONTRACTOR under this Agreement shall be charged back to CONTRACTOR and will not be costs approved for reimbursement to CONTRACTOR from AUTHORITY.

(d.) CONTRACTOR, with AUTHORITY approval, will maintain a list of qualified vendors and subcontractors qualified to perform emergency repairs.

**L. Reporting Requirements:** CONTRACTOR shall assist AUTHORITY in meeting its State reporting obligations.

**M. CONTRACTOR's Employee Housing:** CONTRACTOR is granted a license to utilize the units described below at the Centers for employees of CONTRACTOR in conjunction with those employees' services provided at those Centers. Compensation to AUTHORITY for this license shall be as identified in Operating Budget under "Staff Rental Revenue". Use of such units under this license shall be subject to applicable regulations as provided in this Agreement. The units for which the license is granted are as follows:

- (a.) Calistoga Center – One 2 bedroom apartment on the ground floor of the “Carriage House”, and one 2 bedroom apartment on the second floor of the “Carriage House”.
- (b.) Mondavi Center – One 2 bedroom apartment and one 1 bedroom apartment at the “Mobile Home”.
- (c.) River Ranch Center – Two 2 bedroom apartments at the Center and one 1 bedroom apartment.

**N. Capital Planning:** CONTRACTOR will assist AUTHORITY in coordinating the preparation and implementation of an annual Capital Improvement Plan for the Centers.

**O. Permits and Licenses:** CONTRACTOR, at its sole expense, shall obtain and maintain during the term of this Agreement, all required business and professional permits, licenses and certificates as may be necessary to carry out its obligations under this Agreement.

**P. Utilities:** CONTRACTOR shall immediately notify AUTHORITY of any failure/interruption/break down of all utilities serving the Centers.

## **II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.**

As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of AUTHORITY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

## EXHIBIT A (Continued)

### MAINTENANCE REQUIREMENTS

- I. CONTRACTOR shall provide a Building Maintenance Manager to oversee general maintenance and repairs of the three Farmworker Centers (Centers). All maintenance and repair of the Centers will be performed in compliance with applicable local, state, and federal laws as well as funding source regulations.
- II. Comply with OSHA and CONTRACTOR safety standards.
- III. Comply with inventory control policies and procedures utilizing property management software.
- IV. CONTRACTOR will take a preventative maintenance approach to reduce need for emergency maintenance as much as possible, with a focus on fixtures and assets with critical function, which all residents (lodgers and staff) deeply rely on such as toilets, faucets, showers, plumbing system, and boilers (not all-inclusive list).
- V. Preventative Maintenance, Replacement, and Repair includes but is not limited to:
  - (a.) General: tile and hardwood floors, carpeting, walls and ceilings, fans, windows and screens, blinds and shades, doors, lighting fixtures and bulbs, filters, painting (interior & exterior), common area furnishings, boilers.;
  - (b.) Bathroom: sink and drain leaks, bath and shower leaks, toilets, shower heads, faucets, grouting, cabinets and drawers, exhaust fans, vanity top and mirror, floors, lighting.
  - (c.) Kitchen: sink and drain, garbage disposal, countertops, pantry, cabinetry, exhaust fans, lighting, appliances;
  - (d.) Bedrooms: blinds, smoke/co2 alarms, light fixtures and bulbs, wall base, wall plates, window screens, doors, flooring;
  - (e.) Additional: signage, smoke detector/carbon monoxide batteries, patio/deck, stairs, gutters, downspouts, landscaping, parking lot.
- VI. Service Request: All maintenance requests are handled by the use of a Work Order.
  - (a.) Work Orders must include:
    - i. CONTRACTOR name, address, and contact information;

- ii. Location: Name of Farmworker Center and address;
  - iii. Service Information: Work Order Number, Status (Complete, Incomplete), Created By, Date Submitted;
  - iv. Scheduling Information: assigned to (name of employee), priority status, date time scheduled, actual completion date/time;
  - v. Request Details: entry notes, issue description, parts and equipment needed, work notes, service comments, actions performed, time worked, start time, end time, time worked comments, parts used, date completed, and signature(s).
  - vi. Work Orders must be submitted to AUTHORITY monthly.
- (b.) Lodgers and Staff must have equitable methods to report maintenance or repair. Maintenance Managers contact information will be posted throughout the facility.
- (c.) All service requests are handled on a one-call basis except when parts are required, or professional services are required.
- (d.) CONTRACTOR will create Preventative Maintenance Inspection Charts (Charts) and provide Charts to the AUTHORITY on a monthly basis. Charts include:
- i. Weekly Maintenance
  - ii. Monthly Maintenance
  - iii. Quarterly Maintenance
  - iv. Semi-Annual Maintenance
  - v. Annual Maintenance
- (e.) CONTRACTOR will perform semi-annual and annual inspections of common areas, staff units, lodger units, and grounds to ensure compliance with applicable local, state and federal laws as well as funding source regulations.