



AGENDA
HYBRID REGULAR BOARD MEETING FOR
THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY
BOARD OF COMMISSIONERS

DATE: MONDAY, OCTOBER 27, 2025

TIME: 5:00 P.M.

QR CODE:



LINK: <https://us02web.zoom.us/j/3501891938?pwd=N3d4QWM3MjRQQUtnYnYwZ3dtekxDdz09>

Phone: (669) 900-6833 (*9 to raise hand, *6 to unmute)

Meeting ID: 350 189 1938

Passcode: 438419

LOCATION: Housing Authority of the County of Monterey
Central Office, 123 Rico Street, Salinas, CA 93907

ALTERNATE LOCATIONS WITH ZOOM CONNECTON OPEN TO THE PUBLIC:

10855 Ocean Mist Parkway, Castroville, CA 95012

Kevin Healy's Open Meeting Location

1. CALL TO ORDER (Pledge of Allegiance)

2. ROLL CALL

Chair Kathleen Ballesteros
Vice Chair Maria Orozco
Commissioner Francine Goodwin
Commissioner Kevin Healy
Commissioner Yuri Anderson
Commissioner Eleanor Elliott
District 5 Vacant

PRESENT

ABSENT

ADDITIONS AND CORRECTIONS BY THE EXECUTIVE DIRECTOR

The Executive Director will announce agenda corrections and proposed additions, which may be acted on by the Board in accordance with Section 54954.2 of the California Government Code.

3. COMMENTS FROM THE PUBLIC

4. PRESENTATION

A. Welcome New Tenant Commissioner, Eleanor Elliott

5. MINUTES

A. Approval of Minutes of the Annual Board Meeting held on September 22, 2025.

6. REPORTS OF COMMITTEES

Policy Ad Hoc Committee

Commissioners Ballesteros & Goodwin

7. REPORT OF SECRETARY

A. Executive Report

8. INFORMATION

A. Human Resource Report

B. Property Management Report

C. Housing Programs Report

D. Development Report

E. Finance Report

F. Commissioner Ballestero's Report of the NAHRO Conference 2025

9. COMMISSIONER COMMENTS

10. ADJOURNMENT

This agenda was posted on the Housing Authority's Bulletin Boards at 123 Rico Street, Salinas, CA.
The Board of Commissioners will meet next at the Regular Board Meeting on **November 24, 2025, at 5:00 p.m.**

THE PLEDGE OF ALLEGIANCE

I pledge allegiance to the flag of the United States of America

And to the Republic for which it stands

One nation, under God

Indivisible with liberty and justice for all





COMMENTS FROM THE PUBLIC



California's Brown Act mandates public comment periods in government meetings, but it's crucial to understand that these sessions aren't intended for dialogue. Instead, they provide citizens with a platform to express their views or concerns, while officials typically refrain from engaging in discussion or debate during this time.

For inquiries regarding specific items in the report, please send questions to grivero@hamonterey.org

WELCOME NEW COMMISSIONER

Eleanor Elliott





ACTION
MINUTES OF THE ANNUAL BOARD MEETING OF
THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY
HELD SEPTEMBER 22, 2025

SUMMARY ACTION MINUTES

1. CALL TO ORDER/ROLL CALL (Pledge of Allegiance)

CALL TO ORDER:

Vice-Chair Ballesteros called the meeting to order at 5:02 p.m.

2. ROLL CALL:

PRESENT:

Vice-Chair Kathleen Ballesteros

Commissioner Francine Goodwin

Commissioner Yuri Anderson

Commissioner Maria Orozco

ABSENT:

Commissioner Kevin Healy

Also present: Zulieka Boykin, Executive Director; James Maynard-Cabrera, Director of Human Resources; Jin Lu, Director of Finance; Nora Ruvalcaba, Director of Development; Interim Director of Housing Programs, Lucila Vera; Mayra Zesati, Asset Manager. Recorder: Gabriela Rivero.

3. COMMENTS FROM THE PUBLIC

Nick Sandoval, Tenant Family Member

4. PRESENTATION

A. Welcoming New Tenant Commissioner postponed to October Meeting.

A discussion was held regarding the welcome of the newly appointed commissioner. As the commissioner has not yet been officially sworn in, the Board agreed to defer the formal welcome until the swearing-in takes place.

Motion to defer the welcome until after the new commissioner is sworn in was made by Commissioner Goodwin and seconded by Commissioner Anderson. The motion was carried through a roll call vote.

AYES: Ballesteros, Goodwin, Orozco, Anderson

NOES: None

ABSENT: Healy

5. **MINUTES**

A. Minutes - Approval of Minutes of the Regular Board Meeting held on August 25th, 2025.

Motion to approve the Minutes of the Regular Board Meeting held on August 25th, 2025, with Commissioner Anderson's corrections updating the Development Director's name to reflect the current director, was made by Commissioner Anderson and seconded by Commissioner Ballesteros. The motion was carried through a roll call vote.

AYES: Ballesteros, Goodwin, Healy, Anderson

NOES: None

ABSENT: Healy

6. **REPORTS OF COMMITTEES**

Board Reports Ad Hoc Committee: Commissioners Healy & Anderson

Commissioner Anderson was present at the final meeting. Both Commissioners Anderson and Healy participated in the review of all agency Board reports leading up to this meeting.

Policy Ad Hoc Committee: Commissioners Ballesteros, & Goodwin
Meeting was cancelled.

7. **REPORT OF SECRETARY**

A. Executive Report – Presented by Executive Director, Zulieka Boykin.

Ms. Boykin reported that AB2240 updates for Migrant Centers were issued on September 12, 2025, and a meeting will be held at the King City Migrant Center on October 1 with the OMS Representative to discuss potential year-round operations and new eligibility criteria. She noted continued collaboration with the Coalition of Homeless Service Providers to strengthen coordinated entry services and ongoing work with the San Francisco HUD Field Office Shortfall Team to address funding shortages and PIC reporting issues in the HCV program. The City of Salinas and the State of California are finalizing documents for the Fairview Project, with closing expected by November 2025, while discussions with the City of Soledad continue on utilizing \$2 million in funding to develop housing for Foster Youth. Ms. Boykin also reported that the County of Monterey is working with HACM on several preliminary projects.

8. **NEW BUISNESS**

A. Election of Officers

Commissioner Anderson nominated Commissioner Kathleen Ballesteros for the position of Chair, seconded by Commissioner Orozco. The board carried the motion through a roll call vote.

AYES: Ballesteros, Goodwin, Orozco, Anderson

NOES: None

ABSENT: Healy

Commissioner Anderson nominated Commissioner Maria Orozco for the position of Vice-Chair, seconded by Commissioner Ballesteros. The board carried the motion through a roll call vote.

AYES: Ballesteros, Goodwin, Orozco, Anderson

NOES: None

ABSENT: Healy

- B. Resolution 3141 - Resolution Approving Project Plans and Awarding Contracts to Precision Construction & Property Damage Mitigation Inc, Elite Glass Company, and Quality Plumbing Associates, Inc.

Motion to approve Resolution 3141 - Resolution Approving Project Plans and Awarding Contracts to Precision Construction & Property Damage Mitigation Inc, Elite Glass Company, and Quality Plumbing Associates, Inc. was made by Commissioner Orozco and seconded by Commissioner Anderson. The motion was carried through a roll call vote.

AYES: Ballesteros, Goodwin, Orozco, Anderson

NOES: None

ABSENT: Healy

- C. Resolution 3142 – Resolution Awarding Contract to Enviro-Temp, Inc. For Furnace Replacement

Motion to approve Resolution 3142 - Resolution Awarding Contract to Enviro-Temp, Inc. For Furnace Replacement was made by Commissioner Orozco and seconded by Commissioner Anderson. The motion was carried through a roll call vote.

AYES: Ballesteros, Goodwin, Orozco, Anderson

NOES: None

ABSENT: Healy

9. INFORMATION

In a departure from traditional board reporting methods, we're adopting a new approach. Going forward, reports won't be verbally presented as before. Instead, they'll be provided as is for commissioners to review. Any questions or comments can be addressed during the meeting. This shift aims to streamline the process and ensure that meeting time is used efficiently.

- A. Human Resource Report – Presented by James Maynard-Cabrera, Director of Human Resources
- B. Finance Report – Presented by Jin Lu, Director of Finance
- C. Property Management Report – Presented by Mayra Zesati, Asset Manager
- D. Development Report – Presented by Nora Ruvalcaba, Director of Development
- E. Housing Programs Report – Presented by Zulieka Boykin, Executive Director

10. CLOSED SESSION

A. Personnel Matters: Government Code Section 54957

This section permits closed session discussions of certain matters relating to public employment, including personnel matters, evaluations, and disciplinary actions.

B. Litigation: Government Code Section 54956.9(d)(2): This section permits closed session discussions of certain matters relating to litigation involving the public housing board or agency.

Commissioner comments were provided at 6:12 p.m. before entering closed session at 6:15 p.m. The Board returned from closed session at 6:52 p.m. No reportable action was taken.

11. COMMISSIONER COMMENTS

The commissioners collectively thanked everyone involved in today's meeting.

12. ADJOURNMENT

With no additional matters to address, the Board concluded the meeting and adjourned it to 6:52 p.m.

Respectfully submitted,

Gabriela Rivero
Executive Assistant/Clerk of the Board

Chairperson

ATTEST:

Secretary

Date



REPORTS OF COMMITTEES

Policy Ad Hoc Committee

Commissioners: Ballesteros & Goodwin

MEMORANDUM

TO: [OBJ] Board of Commissioners

FROM: [OBJ] Zulieka Boykin
Executive Director

RE: [OBJ] Executive Director Report

DATE: October 23, 2025



The following are some of the highlights of accomplishments or pending projects in process:

INFORMATIONAL UPDATE

AB2240 Updates for Migrant Centers was issued September 12, 2025. The OMS Representative held a community meeting on October 22, 2025. Staff were present and the meeting was very well received by the residents. Any updates will be made available as received.

CHSP – Coalition of Homeless Service Providers

- Attended the monthly meeting and board meeting. We will work together for services requiring coordinated entry at the sites.

San Francisco HUD Field Office

- Due to government shutdown meetings with Shortfall Team have been halted but assistance is received as needed from HUD staff.

City of Salinas- Community Development Department

- Final revisions are being made, and closing is anticipated on or prior to December 31, 2025. The closing could still happen in November, but there is no tentative date at this time.

City of Soledad

- No updates currently

County of Monterey

- Meeting with County Representative to discuss potential funding or existing programs.

HACM/HDC

PROPERTY MANAGEMENT

- Property management has received various training, and we are hosting multiple meetings for peer discussions with problem solving.
- There is an opportunity for relief for RAD projects facing extraordinary cost. The application opens on September 30, 2025 and there is a meeting scheduled for September 25 for interested agencies. Applications have been submitted, and we are awaiting the results.

FINANCE DEPARTMENT

- Yardi P2P products are 60% implemented. Training and set-up are ongoing but should be completed by mid-November. All invoices and purchase orders will be submitted electronically.

DEVELOPMENT DEPARTMENT

- King City Days Inn Project has awarded multiple bids to begin rehabilitation work. There is a resolution in this board packet to award the electrical contract for development. This award is needed to maintain the work plan for project success.

HCV DEPARTMENT - UPDATED FIGURES

- We are working closely with the Shortfall team to secure funding for the voucher program. Our authority is projected to exhaust the budget authority in October for the regular HCV program and Mainstream vouchers.
 - The authorities budget authority is \$79,532,680 dollars for the CY2025 and we are projecting a shortfall of -\$16,981,020. The program's HAP expenses are 121.2% of all the funds. This is for the regular Housing Choice Voucher Program which has 4,793 vouchers allocated.
 - The authority received \$2,090,487 for regular HCV in September
 - In October we received \$8,493,893 for regular HCV
 - November received \$3,840,476.
 - Utilizing our HHR funds of approximately \$6 million dollars and the Set-Aside award of \$8,311,515 we will ensure all November HCV charges are paid timely. A request has been sent to release the HHR funds. If there are any changes, I will ensure the board is informed.
 - The authorities budget authority for the Mainstream Voucher Program is \$1,237,606 and we are projecting a shortfall of -\$330,000. The Mainstream Program has 59 vouchers allocated.

No new disbursements have been received for the Mainstream Voucher Program. Expenses for October were covered by previous awards; however, November has insufficient funds. An application for set-aside funds was submitted, but a response has not been received. This program averages \$110,000 per month.

HUMAN RESOURCES DEPARTMENT

- Human Resources is working on benefits and coordinating all employee required training.

MISCELLANEOUS

MEMORANDUM

TO: Board of Commissioners

THRU: Zulieka Boykin
Executive Director/CEO

FROM: James Maynard-Cabrera
Director of Human Resources

RE: **Human Resources Report**

DATE: October 16, 2025



Advancing a Culture of Accountability, Wellness, and Growth

The month of October reflected a renewed focus on workforce development, leadership accountability, and holistic employee wellness. The Human Resources Department continued advancing initiatives that strengthen HACM's internal culture, reinforce transparency in management practices, and invest in long-term employee success.

This month's efforts were guided by a comprehensive strategy aimed at aligning people, policy, and performance with HACM's broader organizational goals. Through collaboration with department leadership, HR concentrated on three key objectives: empowering employees through benefit education, supporting mental and physical wellbeing, and developing leadership capabilities that promote consistency and fairness across departments.

These initiatives underscore HACM's ongoing commitment to cultivating a workplace that values both operational excellence and the human aspects of public service. The agency's emphasis on continuous learning, proactive communication, and structured accountability continues to strengthen the organizational foundation needed to deliver equitable housing opportunities and responsive community services.

The 2026 Open Enrollment period served as a central opportunity for employee engagement, allowing staff to connect directly with benefits representatives from SDRMA, Empower, VALIC, and AFLAC. These sessions not only improved employees' understanding of health, life, and retirement options but also advanced HACM's philosophy of informed choice and shared responsibility. Looking ahead, HR will expand these efforts through a Financial Wellness and Retirement Readiness initiative launching in early 2026, offering practical tools and education that empower employees to make confident, future-oriented financial decisions.

In parallel, HR enhanced wellness communications surrounding HACM's Employee Assistance Program (EAP) through PRISM. This confidential resource continues to play a vital role in supporting emotional health, stress management, and overall work-life balance. By increasing accessibility and awareness, HR is fostering a supportive environment that prioritizes the wellbeing of every employee.

Leadership development also remained a central focus. HR worked closely with supervisors to strengthen documentation practices, communication skills, and performance management consistency. These targeted sessions are enhancing managerial confidence and promoting a shared understanding of HACM's expectations for effective leadership, accountability, and respectful workplace conduct.

Together, these initiatives reflect a unified approach—one that connects individual growth with organizational advancement and positions HACM to sustain a strong, engaged, and well-supported workforce.



HR at a Glance – Department Operational Updates

Recruitment & Staffing

The Human Resources Department continues to make steady progress in addressing agency-wide staffing needs, with a particular focus on Property Management and Finance. Recent recruitment efforts have resulted in the successful onboarding of key personnel, stabilizing critical operational areas and ensuring coverage across multiple properties.

In preparation for FY2026, HR is conducting a workforce needs assessment in collaboration with department directors to evaluate future staffing projections, internal promotion opportunities, and succession planning for key leadership roles. The emphasis remains on hiring strategically prioritizing candidates whose skills align not only with immediate departmental needs but also with HACM's long-term vision for growth, compliance, and service excellence.

To further streamline recruitment, HR continues to enhance the screening and selection process, standardizing interview questions, evaluation rubrics, and onboarding checklists to ensure consistency and equity across departments.

Performance Development

HR continues to advance performance development by providing direct coaching and support to supervisors and managers. Leadership sessions this month emphasized documentation best practices, effective feedback techniques, and structured performance communication. These efforts are helping department heads strengthen accountability while fostering positive, solutions-oriented discussions with their teams.

As HACM transitions toward its centralized performance evaluation cycle for 2026, HR is laying the groundwork for a more cohesive, transparent process using Paylocity's performance management tools. The goal is to ensure every employee clearly understands expectations, receives timely feedback, and has access to measurable development goals linked to HACM's strategic objectives.

Employee Engagement & Recognition

Employee engagement continues to be a driving force in building a positive and unified organizational culture. The Employee Spotlight Program remains one of HACM's most successful initiatives in highlighting outstanding team members who model professionalism, teamwork, and service excellence.

In addition to internal recognition, October's newsletter spotlighted Victoria Suarez's participation in the American Association for Adult and Continuing Education (AAACE) Conference, a reflection of HACM's ongoing investment in staff professional development and industry representation.

Looking ahead, HR plans to expand employee recognition initiatives into a Peer Recognition and Innovation Program for early 2026, designed to celebrate creativity, collaboration, and impactful contributions across departments.

Open Enrollment & Benefits Education

The 2026 Open Enrollment period has generated strong employee participation and engagement across the agency. Through on-site and virtual sessions with SDRMA, Empower, VALIC, and AFLAC, employees received hands-on support in reviewing medical, dental, life insurance, and retirement plan options. These sessions have not only strengthened employee understanding of benefits but also reinforced HACM's philosophy of informed decision-making and shared accountability.

In addition, HR is developing a Financial Wellness and Retirement Readiness Program to be launched in early 2026. The program will include workshops and one-on-one consultations focused on budgeting, debt management, and long-term financial planning, empowering employees to take control of their financial health and future stability.

Payroll & Administrative Compliance

HR continues to partner closely with the Payroll Division to ensure smooth and timely payroll processing. Employees were reminded to verify and update their personal contact information in Paylocity—including name, address, phone number, and Social Security number—to ensure accuracy for 2025 W-2 reporting.

Additionally, reminders were distributed to all staff to submit timecards, leave requests, and vacation buybacks in a timely manner to avoid processing delays. These routine communications, while administrative in nature, are essential in maintaining compliance, accuracy, and employee confidence in payroll operations.

To support ongoing efficiency, HR is reviewing Paylocity reporting features to identify automation opportunities for payroll tracking and data accuracy in the upcoming fiscal year.

Workplace Wellness & Safety

The HR Department continues to promote wellness and workplace safety as integral components of employee engagement. October's communications highlighted the Employee Assistance Program (EAP), administered through PRISM, which offers confidential counseling and resources to help employees manage stress, personal challenges, and work-life balance.

Additionally, HR and the Safety Committee are reviewing recent incident data to identify trends and potential areas for intervention. The focus for Q4 includes ergonomic assessments for administrative staff, slip/trip/fall prevention refreshers, and maintenance safety walk-throughs at high-traffic sites.

These efforts underscore HACM's proactive approach to promoting a healthy, productive, and safe work environment for all employees.

Employee Spotlight – October 2025

This month we have recognized employees who exemplify HACM’s values, dedication, and commitment to excellence. These individuals have demonstrated outstanding performance, professionalism, and a positive impact on their teams, making them true role models within the organization.



Mihir Patel

Accountant Auditor, Finance Department

This month’s Employee Spotlight recognizes Mihir Patel, whose expertise, precision, and professional integrity have had a measurable impact on HACM’s financial operations and compliance functions. As the agency’s Accountant Auditor, Mihir plays an essential role in ensuring fiscal transparency and accuracy in both internal and external audits—critical processes that uphold the trust of investors, regulatory agencies, and the Board of Commissioners.

Mihir’s work directly supports HACM’s financial accountability framework. His comprehensive audit reviews and data reconciliations help identify process improvements, ensure the integrity of financial statements, and strengthen compliance with state and federal funding requirements. His methodical approach and attention to analytical details ensure that HACM’s audit deliverables meet the highest professional standards.

Beyond his technical skillset, Mihir has distinguished himself through his collaborative leadership and commitment to cross-departmental support. He consistently contributes to agency-wide initiatives, assisting colleagues in understanding audit documentation processes and serving as a resource for departments navigating fiscal reviews.

Mihir’s professional demeanor and dependability embody HACM’s core values of integrity, teamwork, and service excellence. His contributions have not only enhanced the Finance Department’s operational efficiency but also reinforced the agency’s reputation for fiscal responsibility and ethical stewardship.

— NEWSLETTER —

Employee Spotlight

HOUSING AUTHORITY

OCTOBER, 2025

FINANCE

MEET MIHIR PATEL

HE'S BEEN WITH 'HACM' AS AN ACCOUNTANT AUDITOR AND IT'S TIME FOR HIM TO TAKE THE SPOTLIGHT!



WHAT IS YOUR ROLE AT OUR COMPANY?

MY ROLE AT HACM IS AS THE ACCOUNTANT AUDITOR. I ENSURE ALL AUDIT-RELATED COMPLIANCES ARE MET AND PORTRAYED AS SUCH IN OUR INTERNAL AUDITS. THE FINAL AUDITS GO OUT TO INVESTORS, STATE PROGRAMS, STAKEHOLDERS AND THE BOARD. IF YOU SEE A REQUEST FROM ME, JUST KNOW THAT YOU ARE ALSO PLAYING A GREAT ROLE IN THE WHOLE AUDIT PROCESS. I LOOK FORWARD TO WORKING WITH YOU ALL AND MAKING A BETTER DIFFERENCE.

WHAT HAS BEEN YOUR FAVORITE PROJECT SO FAR?

MY FAVORITE PROJECT OR PROJECTS HAVE BEEN TO HELP OUT WITH PAST COMPANY EVENTS, WHETHER IT WOULD BE THROUGH PARTICIPATION, INTERACTIONS OR SETTING IT UP. EMPOWERING THE EMPLOYEES AND KEEPING A HARMONIOUS FLOW BETWEEN ALL DEPARTMENTS IS KEY TO COMPANY SUCCESS.

WHAT IS ONE FUN FACT ABOUT YOURSELF?

I HAVE SPENT MY CHILDHOOD YEARS IN AFRICA, KENYA. I CARRY THE CULTURE, FOOD AND LANGUAGE WHEREVER I GO. IT'S A BEAUTIFUL PLACE WORTH EXPERIENCING.

WHAT IS YOUR GO-TO MEAL FOR LUNCH?

HONESTLY, I AM SUCH A FOODIE AND HAVE A HARD TIME JUST SELECTING ONE DISH. BUT NARROWING IT DOWN TO LUNCH HAS HELPED! IT WOULD HAVE TO BE MY WIFE'S HOMEMADE BEAN SALAD. I CAN HAVE IT 2 WEEKS STRAIGHT AND NOT BE TIRED OF IT.

MIHIR IS AN INVALUABLE MEMBER OF OUR FINANCE TEAM AND HAS PLAYED A KEY ROLE IN STRENGTHENING HACM'S FINANCIAL INTEGRITY THROUGH HIS THOROUGH AND INSIGHTFUL AUDITS. HIS ATTENTION TO DETAIL AND COMMITMENT TO ACCURACY HAVE ENSURED THAT OUR FINANCIAL PROCESSES REMAIN TRANSPARENT, COMPLIANT, AND EFFICIENT. MIHIR REPRESENTS HACM WITH PROFESSIONALISM AND DILIGENCE—UPHOLDING OUR STANDARDS AND REINFORCING CONFIDENCE IN OUR OPERATIONS. HIS WORK NOT ONLY SUPPORTS INTERNAL ACCOUNTABILITY BUT ALSO HELPS SAFEGUARD THE TRUST OUR COMMUNITY PLACES IN OUR AGENCY. WE'RE PROUD TO RECOGNIZE MIHIR FOR HIS DEDICATION AND THE MEANINGFUL IMPACT HIS WORK CONTINUES TO HAVE ON HACM.



Workforce Snapshot

HACM's workforce remains strong and stable with 82 employees, including one new hire in September and no separations, underscoring continued progress in maintaining staffing consistency. Although the year-to-date turnover rate stands at 36.7% (January–September 2025), the Human Resources Department is taking a proactive approach by assessing department-specific patterns and implementing targeted engagement strategies to enhance retention and strengthen team cohesion across all divisions.

HACM's current demographic profile also demonstrates its commitment to diversity and inclusion, with 65.7% of employees identifying as Hispanic, and representation across multiple generations, from Baby Boomers (6.1%) to Generation Z (17.1%), contributing to a dynamic and collaborative organizational culture.

Workforce Overview

- **New Hires:** 1
- **Separations:** 0
- **Vacancies:** 2
- **Total Employees:** 82
- **Turnover Rate:** 36.7% (*January 2025 – September 2025*)
- **Average Tenure:** 8.1 years

I. Workforce Demographics

- **Employment Type:**
 - 59 Regular Hourly Employees
 - 19 Regular Salary Employees
 - 4 Temporary Employees
- **Gender Representation:**
 - 53.7% Female
 - 46.3% Male
- **Generational Breakdown:**
 - Baby Boomers: 6.1%
 - Generation X: 37.8%
 - Millennials: 39%
 - Generation Z: 17.1%

II. Ethnicity Breakdown

- **Hispanic:** 65.7%
- **Black:** 5.7%
- **White:** 11.4%
- **Asian:** 2.9%
- **Two or More Races:** 8.6
- **Not Defined:** 5.7%

Workers' Compensation & Safety Metrics

The HR Department continues to focus on reducing claims through early intervention, ergonomic assessments, and collaborative safety reviews.

❖ Workers' Compensation Overview As of September 30, 2025:

- **Total Open Claims:** 17 (no change from September)
- **Total Closed Claims:** 466 (↑ 1 from September)
- **Total Processed Claims:** 483 (↑ 1 from September)
- **New Claims for the Period:** 1 — a medical-only claim (*hand laceration, Maintenance Technician*)
- **Notable Trends:** Claims continued to be concentrated on repetitive motion injuries and stress-related incidents.
 - One claim was closed during the period for (Indemnity claim closed 9/17/25)
 - The newly reported claim involved a Maintenance Technician, who sustained a minor injury while removing an old light fixture. The claim was classified as *medical-only* and was resolved without time loss.

❖ Claim Trends & Risk Analysis

Repetitive motion, ergonomic strain, and minor slip/trip incidents continue to represent the most common causes of reported injuries. HR is actively reviewing patterns in these categories to identify preventive measures and training opportunities.

While overall claim volume remains consistent, the financial impact of long-term open cases continues to be monitored closely in collaboration with the agency's third-party administrator (TPA). Current data indicates that the majority of active claims are low to moderate in severity, with only a small percentage reflecting ongoing medical treatment.

October demonstrates continued organizational balance — steady operations, engaged employees, and forward movement in leadership development and workplace safety. HR remains committed to fostering a workplace that values accountability, recognizes excellence, and supports every employee's growth and wellbeing.

Building Engagement. Strengthening Leadership. Supporting People.

MEMORANDUM

To: Board of Commissioners
 Thru: Zulieka Boykin, Executive Director
 From: Mayra Zesati, Asset Manager
 Date: September 10, 2025
 Re: Property Management Report

Occupancy

Occupancy Rate (Goal: 98%)

Property	Total Units	Offline/Exempt	Available Units	Vacant Units	Total Occupied Units	Occupancy Rate
Gonzales Family RAD	30	0	30	0	30	100.0%
King City Migrant Center*	81	0	81	3	78	100.0%
Single Family Homes	9	0	9	0	9	100.0%
One Haciendas	56	0	56	1	55	98.2%
Haciendas 2	46	0	46	0	46	100.0%
Chualar FLC	29	0	29	1	28	96.6%
Oak Grove	5	0	5	0	5	100.0%
Salinas FLC	57	0	57	0	57	100.0%
PDM	56	0	55	0	55	100.0%
Casanova Plaza	86	0	86	1	85	98.8%
Salinas Family RAD	170	0	170	3	167	98.2%
Rippling River	79	0	79	1	78	98.7%
Castroville FLC	54	0	54	0	54	100.0%
East Salinas Family RAD	202	2	200	4	196	98.0%
One Parkside	80	0	80	4	76	95.0%
South County RAD	70	0	70	3	67	95.7%
Portola Vista	64	0	64	2	62	96.9%
Haciendas 3	50	0	50	2	48	96.0%
Dai-Ichi Village (H4)	41	0	41	1	40	97.6%
Montecito Watson	13	0	13	1	12	92.3%
Total	1278	2	1275	27	1248	97.9%

King City Migrant Center

processing families still interested, season to close in November

In the Process of Housing

East Salinas Family RAD- 2 Exempt

Working with S8 to House from PBV Waitlist

Dai-Ichi Village (H4)
 Rippling River
 One Parkside

Interviewing Families

Casanova Plaza
 Portola Vista
 Montecito Watson

Haciendas 3
 South County RAD
 Salinas Family RAD
 Chualar FLC

Pending Unit Turn

One Haciendas
 Dai-Ichi Village (H4)

Wait List

Waitlist (Goal: 5x Total Units)

Property	Total Units	Total Number on Waitlist	Waitlist Goal	Performance to Goal
One Haciendas	56	2092	280	747%
Haciendas 2	46	2056	230	894%
Gonzales Family RAD	30	1465	150	977%
Salinas Family RAD	170	868	850	102%
Haciendas 3	50	775	250	310%
South County RAD	70	555	350	159%
East Salinas Family RAD	202	459	1010	45%
Salinas FLC	57	302	285	106%
Castroville FLC	54	276	270	102%
Chualar FLC	29	123	145	85%
Montecito/Watson	13	121	65	186%
Portola Vista	64	63	320	20%
Casanova Plaza	86	20	430	5%
Rippling River**	79	19	395	5%
PDM***	56	0	280	0%
Oak Grove	0	0	0	0%
One Parkside**	80	0	400	0%
Single Family Homes****	9	0	45	0%
Dai-Ichi Village (H4)**	41	0	205	0%
Total	1,192	9,194	5,960	154%

**Project Based Voucher Wait List, managed by HCV

***managed by Sun Street

Centers

****HCV wait list

Waitlists are purged annually and should be opened once exhausted

Evictions

There are 4 pending evictions

Rent Collection

Tenant Payments (Goal: 95% Rent Collection)

Property	Rent Charged	Rent Collected	Rent Adj.	Collection Rate	Rent Arrears
Rippling River	\$ 32,794	\$ 34,208		104.3%	\$ (1,267)
Portola Vista	\$ 23,840	\$ 21,134		88.7%	\$ (3,338)
Casanova Plaza	\$ 46,806	\$ 43,446		92.8%	\$ 50,956
Montecito Watson (RAD)	\$ 8,422	\$ 9,770		116.0%	\$ (16,242)
Oak Grove	\$ 5,837	\$ 5,945		101.9%	\$ (274)
Pueblo Del Mar	\$ 62,315	\$ -		0.0%	\$ 62,315
Sigle Family Homes	\$ 10,968	\$ 10,923		99.6%	\$ (2,533)
Salinas Family RAD	\$ 124,322	\$ 127,895		102.9%	\$ (855)
East Salinas Family RAD	\$ 171,124	\$ 176,269		103.0%	\$ (3,052)
South County RAD	\$ 24,511	\$ 25,326		103.3%	\$ 5,746
Gonzales Family RAD	\$ 29,072	\$ 28,910		99.4%	\$ 19,504
One Haciendas	\$ 50,043	\$ 50,434		100.8%	\$ 12,575
Haciendas 2	\$ 53,281	\$ 49,706		93.3%	\$ 29,036
Haciendas 3	\$ 40,687	\$ 38,989		95.8%	\$ 16,996
Dai-Ichi Village (H4)	\$ 13,804	\$ 14,128		102.3%	\$ (2,633)
Haciendas 3	\$ 40,130	\$ 39,960		99.6%	\$ 16,996
One Parkside	\$ 28,951	\$ 28,186		97.4%	\$ (6,115)
Castroville FLC	\$ 50,578	\$ 50,201		99.3%	\$ (7,794)
Salinas FLC	\$ 54,620	\$ 56,851		104.1%	\$ 2,102
Chualar FLC	\$ 29,118	\$ 28,811		98.9%	\$ 1,149
King City Migrant Center	\$ 27,187	\$ 25,636		94.3%	\$ 4,248
Total	\$ 928,410	\$ 866,729		93.4%	\$ 177,521

Rent & Arrears Notes:

Portola Vista - rent; under collected tenant rent portions

Casanova Plaza - Rents & Arrears; under collecting and nonpayment rents balance combination of Rent, Cable Fee's, Key & Non-Sufficient funds between 2021-2025

* Requires thorough review of tenant ledgers

Montecito Watson - Arrears; few rent prepaids, mostly adjustments between 2019-2025 which require review for validation

Pueblo Del Mar - Rent; has not been collected, reached out to the county, processing

Gonzales Family RAD - Rent; delinquent rent, at least one unit in legal process, re-payment plans & some rent adjustments which require review for validation

One Haciendas- Arrears; delinquent rents & charge backs (damages & PG&E billing) between 2020-2025

Haciendas 2 - Rent & Arrears; 22k delinquent rent between 2 units for recent months. 1 unit under eviction and other in review remaining delinquent balance between 2020-2025, rent and rent adjustments which require review for validation

Haciendas 3 - Rent & Arrears, delinquent rent, some units in review for legal proceedings. Rent adjustments between 2021-2025 require review for validation

King City Migrant Center- Rent; review ledger for correct billing of double units to ensure

Housing Assistance Payments (HAP) (Goal: 100% Collection)

Property	HAP Charged	HAP Collected	Adjustments	Collection Rate	HAP Arrears
Rippling River HAP	\$ 139,850	\$ 138,212		98.8%	\$ 7,178
Portola Vista HAP	\$ 106,482	\$ 95,470	\$ (18,145)	72.6%	\$ 41,388
Casanova Plaza HAP	\$ 140,295	\$ 141,284		100.7%	\$ 2,734
Montecito Watson (RAD)	\$ 4,307	\$ 4,246		98.6%	\$ -
Oak Grove HAP	\$ 3,267	\$ 3,227	\$ (2,025)	36.8%	\$ 256
Single Family Homes HAP	\$ 19,212	\$ 21,884		113.9%	\$ 546
Salinas Family RAD HAP	\$ 52,346	\$ 56,642	\$ (1,281)	105.8%	\$ (11,309)
East Salinas Family RAD	\$ 49,389	\$ 50,724		102.7%	\$ 963
South County RAD HAP	\$ 22,508	\$ 25,567		113.6%	\$ 789
Gonzales Family RAD	\$ 8,359	\$ 9,918	\$ 12,204	264.6%	\$ (2,142)
One Haciendas	\$ 70,284	\$ 71,062		101.1%	\$ (132,484)
Haciendas 2	\$ 40,017	\$ 40,280		100.7%	\$ (48,066)
Haciendas 3	\$ 69,118	\$ 70,522		102.0%	\$ (72,078)
Dai-Ichi Village (H4)	\$ 68,126	\$ 72,270		106.1%	\$ (103,334)
One Parkside	\$ 134,286	\$ 130,032	\$ 9,198	103.7%	\$ 19,527
Castroville FLC	\$ 50,003	\$ 50,002		100.0%	\$ 4,612
Salinas FLC	\$ 10,150	\$ 10,150		100.0%	\$ -
Chualar FLC	\$ 7,683	\$ 7,683		100.0%	\$ 1,713
Total	\$ 844,589	\$ 785,751	\$ (49)	93.0%	\$ 177,878

HAP Collection Notes

Portola Vista- Voucher adjustment for certs from May- July & 9 terminated certs, late.

*\$41,388 recaptured in the September Voucher

Oak Grove; s8 adjustment error, will correct and recapture funds in Sep.

Salinas Family RAD; \$13,470 adjustments in September voucher to apply towards arrears

Gonzales Family RAD; \$12,122 recaptured for 9units (late certs) 06/2025-08-2025

Haciendas 1-4; unapplied balance from 2019-2025

*thorough review to be conducted

One Parkside; balance between 2022-2025

*thorough review of billing including HAP start dates

Work Orders

Property	Total Units	Routine Work Orders	YTD Routine Work Order Completed	Average Time to Complete		Emergency Work Orders	TYD Emergency Work Orders Completed	Average Time to Complete
Rippling River	79	60	330	4		7	18	4
Pacific Meadows	200	0	0	0		0	0	0
Gonzales Family RAD	30	19	121	1		1	12	1
Fanoë Vista	44	0	44	0		0	0	0
South County RAD	70	37	231	3		0	14	1
King City Migrant Center*	81	34	181	3		1	2	1
Watson	13	9	35	1		0	1	0
PDM	56	18	174	1		1	2	1
Cassanova	86	31	214	3		6	21	1
Oak Grove	5	3	41	0		0	4	1
Portola Vista	64	22	163	8		1	13	1
Castroville FLC	54	21	143	6		1	4	1
One Parkside	80	28	109	6		2	10	1
Salinas FLC	57	26	212	2		3	6	1
Single Family Homes	9	2	31	1		0	7	3
East Salinas Family RAD	202	62	549	4		2	59	1
One Haciendas	56	7	139	4		1	11	1
Haciendas 2	46	16	188	1		1	12	1
Haciendas 3	50	18	120	1		1	5	1
Dai-Ichi Village (H4)	41	11	88	1		0	7	1
Salinas Family RAD	170	62	476	4		2	20	1
Tynan Village	171		0	0		0	0	0
Chualar FLC	29	8	66	5		1	6	1
Benito Street Affordable	70	0	0	0		0	0	0
Benito FLC	73	0	0	0		0	0	0
Monterey Street Affordable	52	0	0	0		0	0	0
Total	1888	494	3655	2		31	234	1

Recertifications

Recertifications (Goal = 0 Late)

Property	Units	Prior Months Past Due	Current Month Due	Current Mon. Completed	YTD Late
South County RAD	70	0	0	0	0
One Haciendas	56	0	0	0	0
Dai-Ichi Village (H4)	41	0	0	0	0
Haciendas 2	46	0	0	0	0
Rippling River	79	0	79	51	28
King City Migrant Center*	81	0	0	0	0
PDM	56	0	0	0	0
Cassanova	86	0	0	0	0
Oak Grove	5	0	0	0	0
Castroville FLC	54	0	0	0	0
Salinas FLC	57	0	0	0	0
Single Family Homes	9	0	0	0	0
Haciendas 3	50	1	5	2	4
Chualar FLC	29	0	0	0	0
Portola Vista	64	0	7	5	2
One Parkside	80	0	0	0	0
Monticito/Watson	13	1	0	0	1
Gonzales Family RAD	30	0	0	0	0
Salinas Family RAD	170	12	0	0	12
East Salinas Family RAD	202	0	0	0	0
Total	1888	14	91	58	47

Notes

Annual Recertifications begin 120 days prior to the effective date

Rippling River is on a Mass Annual Recertification schedule. All units are certified effective 9/1/25

*AR's pending Verifications and Calculations

Haciendas 3 in the process of closing out

Portola Vista pending docs to close AR's

Montecito Watson - pending docs to close AR

Salinas Family RAD remaining ARs from June, pending signatures for close out

Rent Café Adoption

Rent Cafe Adoption

Property	Total Units	% Registered	Num. Regd.	Num. Paying	% Paying
Haciendas 1	53	91%	48	13	27%
Castroville FLC	54	90%	49	23	46%
Salinas FLC	57	87%	45	27	60%
East Salinas Fam. RAD	202	81%	160	46	28%
Salinas Fam. RAD	170	82%	138	39	28%
South Co. Fam. RAD	70	27%	19	1	5%
Oak Grove	5	40%	2	0	0%
Single Family Homes	9	67%	6	2	33%
Haciendas 2	46	93%	43	6	14%
Gonzales Fam. RAD	30	40%	12	0	0%
Portola Vista	64	47%	30	6	20%
Haciendas 3	50	80%	41	19	46%
Chualar FLC	29	62%	18	6	33%
Dai-Ichi Village	40	72%	29	4	13%
Casanova Plaza	86	40%	34	7	21%
Montecito/Watson	13	46%	6	1	16%
One Parkside	80	66%	52	5	10%
Casanova Plaza	86	40%	34	6	18%
Rippling River	79	87%	68	14	20%
Total:	1138	87%	993	176	18%
Paid Online = \$209,203					

Audit Updates

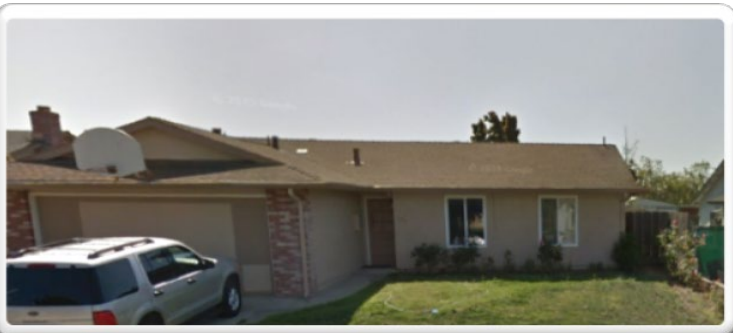
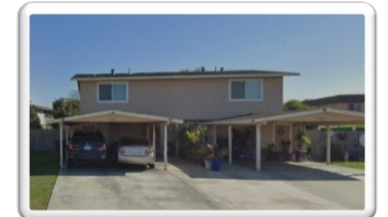
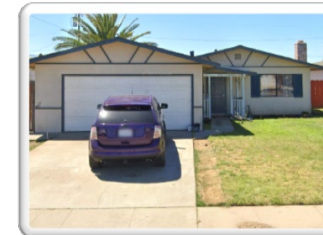
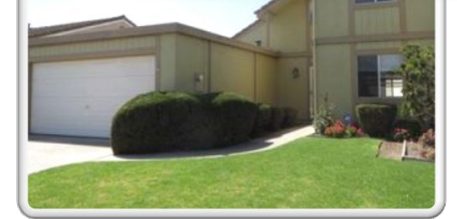
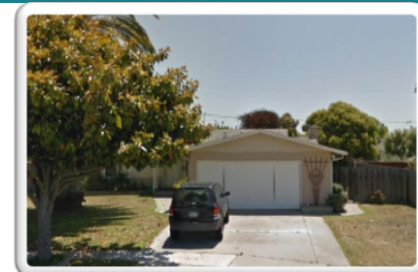
Agency	Scheduled Date	Findings	Status
City of Salinas Audit	2021, 2022 & 2023	Corrections submitted for internal review	Pending action plan approval
USDA -Salinas & Chualar FLC's	January 15, 2025	Final reports sent 03/31/2025	Pending close out letter
USDA King City Migrant Center	January 16, 2025	Final reports sent 03/31/2025	Pending close out letter
JLL Investor- Casanova Plaza	January 22, 2025	Letters received with items addressed for attention	Pending close out letter.
City of Salinas Audit: One Parkside	July 23, 2025 2022, 2023, and 2024	N/A	Submission under review
City of Salinas Audit: Haciendas 1-4	Desktop July 23, 2025	N/A	Submission under review
CREA Haciendas 3	July 29, 2025	Submission of findings on 09/02/2025	Submission under review
CCRC Haciendas 2	August 7 th , 2025	N/A	Physical inspection completed
Hudson Housing Capital: One Parkside	August 11 th 2025	N/A	Pending report/close out letter
Novogradac: HDC owned properties	July 1 st , 2025	N/A	Submission under review
Novogradac: Salinas FLC & Chualar FLC	July 1st, 2025	N/A	Submission under review
Novogradac: KCMS	July 1st 2025	N/A	Submission under review
Novogradac: PDM	July 1st, 2025		Submission under review
Novogradac: Portola vista			Submission under review
HCD – PDM	September 3, 2025	Pending findings letter	Physical inspection completed, files reviewed

The Spotlight is on: Single-Family Homes

The Authority owns 9 Single-Family homes in Salinas CA. The homes were purchased between 1989-1991 and are deed restricted. These homes, are administer under the Property Management Department, with subsidized rents to serving families who participate in the Housing Choice Voucher program. All homes are 3-bedrooms, with Garage, laundry facilities, yard space, appliances included, and the landlord pays for Garbage, Sewer and Water

FINANCIALS:

- This property is on a fiscal year
- YTD: Net Collection as of 07/2025- 08/2025 \$60,360 w/S8 HAP
- YTD: Profit of \$48,855.15; 07/2025- 08/2025
- Number of Loans: *None*



MEMORANDUM

TO: Board of Commissioners
FROM: Lucila Vera, Interim Housing Programs Director
THRU: Zulieka Boykin, Executive Director/CEO
SUBJECT: [OBJ] Housing Programs Report – October 2025
DATE: [OBJ] October 21, 2025



Executive Summary

HUD Happenings

Working with the Shortfall team and submitted shortfall funding applications for the tenant-based vouchers and Mainstream program. More information will be addressed in the Executive Director Report.

Housing Programs Updates/Concerns

Staff completed 607 Annual Certifications during the month of September. However, currently we have 149 late annual certifications for the month of December 2025; 4 October, 8 November, and 139 December Annual Certifications. All recertifications require a 30-day notice to the tenant of rental changes; therefore, the December certifications must be completed prior to November 1st. They are working to complete these before the end of the month.

There are 965 late inspections that need to be performed, and we have 413 late reexaminations in PIC. Some of the reexaminations are due to PIC errors and are being corrected. Inspections of all late units have begun, and we plan to have all inspections up to date before the FY ends.

Staff Training

HQS Training was performed virtually by Nan McKay, October 14-16, 2025. Only one staff member still requires HQS training. The results of this training will increase the number of certified inspectors. This knowledge should also assist in obtaining NSPIRE certification when required.

Professionalism (Repeated Action)

Customer service is being discussed in the monthly staff meetings and with detailed instructions to improve the process.

Areas of Concerns:

Annual Recertifications – The goal is to perform certifications 60 days in advance and to clear all PIC errors to reflect accurate reporting while improving internal processes.

Annual inspections – The agency is behind 965 annual inspections. The award from the Inspections RFP has been awarded, and the contractor will begin performing inspections for HACM/HDC owned properties. There were some unforeseen issues that pushed the start date. The HPS staff is responsible for annual inspections not owned by HACM/HDC as outlined in their job description.

Housing Authority of the County of Monterey HCV Report May 2025												
HCV Annual Budget Authority	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Monthly HUD HAP Disbursements	\$7,164,978	\$7,164,978	\$7,956,528	\$7,881,501	\$8,544,962	\$7,180,407	\$9,036,189	\$9,190,473	\$2,886,925 (add to frontloads)			
Monthly HAP Payments	\$8,298,398	\$8,466,016	\$8,544,684	\$8,118,632	\$8,888,785	\$8,777,697	\$8,706,598	\$8,000,000	\$8,734,953			
YTD HAP Expenditure	\$8,298,398	\$16,764,414	\$25,309,125	\$33,427,757	\$42,316,542	\$51,094,239	\$59,800,837	\$67,800,837	\$76,535,790			
Monthly HAP Difference	-\$1,133,411	-\$1,301,038	-\$588,156	-\$237,131	-\$343,823	-\$1,597,290	\$329,591	\$1,190,473	\$6,703			
FMC Additional Payments	0.00	0.00	\$4,063,800	0.00	0.00	\$5,471,716	0.00	0.00	0.00			
Initial 2025 Budget Authority Funding	\$79,523,680	\$79,523,680	\$79,523,680	\$79,523,680	\$79,523,680	\$79,523,680	\$79,523,680	\$79,523,680	\$79,523,680			
Voucher Utilization (Includes Mainstream and EHV)												
Voucher Allocation	5117	5117	5117	5117	5117	5117	5117	5117	5117			
Vouchers Leased-Up	4583	4644	4666	4682	4685	4681	4663	4663	4640			
Per Unit Cost	\$1,811	\$1,823	\$1,834	\$1,734	\$1897	\$1,875	\$1,867	\$1,715	\$1,883			
Eligibility												
Vouchers Issued	01	02	03	45	3	2	3	1	10			
Annual Reexaminations												
Completed	130	126	371	536	903	105	414	308	607			
Late Reexaminations	34	187	268	76	22	16	10	81	149			
Watchlist Programs (Utilization Under 90%)												
PBV	712	710	711	709	727	736	741	742	743			
FYI – this will not increase due to shortfall	14	16	17	18	18	18	18	18	18			
Family Self-Sufficiency Program												
Total Participating Families	130	134	136	136	149	149	148	159	150			
Monthly Escrow Accrued	\$35,185	\$31,524	\$31,651	\$33,043	\$29,586	\$33,344	\$32,511	\$34,148	\$33,917			
Escrow Balance	\$705,320	\$645,005	\$667,373.34	\$707,223.33	\$694,495.04	\$687,224	\$725,197	\$730,295	\$683,631.17			
Reasonable Accommodation												
Reasonable Accommodation Requests	66	27	33	26	20	7	11	10	10			
Requests Approved	63	25	15	9	13	6	7	7	6			
Requests Denied	3	2	18	18	7	1	4	3	4			

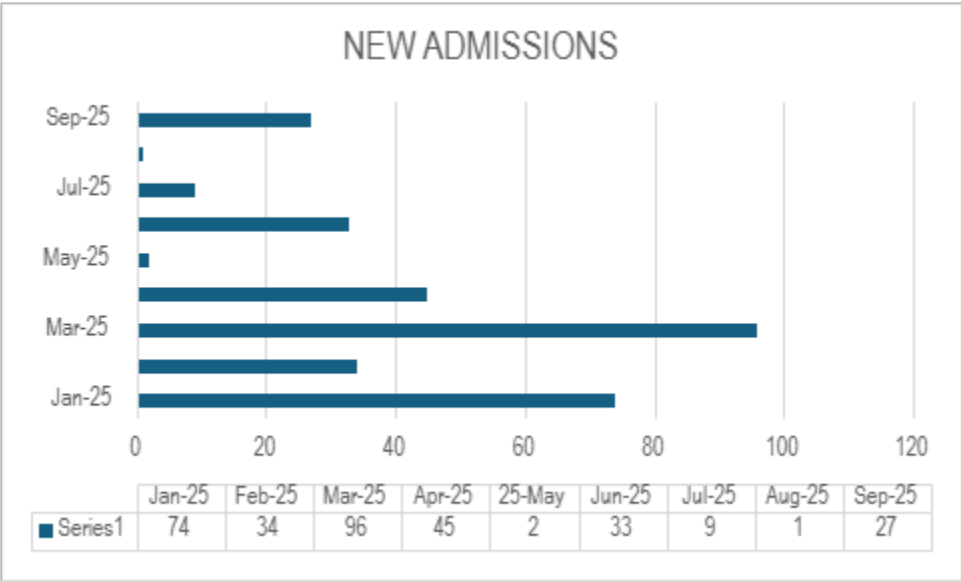
After the month of September 2025, the remaining portion of the Budget Authority is \$2,987,890.

SEMAP Report August 2025					
SEMAP Indicator	Possible Points	Maximum Score	FY2024 Score	Q4 FY2025 Score	Score Notes
1. Selection from the Waiting List (QC)	0 or 15	15	15	15	
2. Reasonable Rent (QC)	0, 15 or 20	20	20	20	
3. Determination of Adjusted Income (QC)	0, 15 or 20	20	20	20	
4. Utility Allowance Schedule (QC)	0 or 5	5	5	5	
5. HQS Quality Control Inspections (QC)	0 or 5	5	5	5	
6. HQS Enforcement (QC)	0 or 10	10	10	5	
7. Expanding Housing Opportunities (QC)	0 or 5	5	5	5	
8. Payment Standards (QC)	0 or 5	5	5	5	
9. Annual Reexaminations (PIC)	0, 5 or 10	10	10	-5	PIC has internal errors that are being corrected by HUD
10. Correct Tenant Rent Calculations (PIC)	0 or 5	5	5	5	
11. Pre-Contract HQS Inspections (PIC)	0 or 5	5	5	5	
12. Annual HQS Inspections (PIC)	0, 5 or 10	10	0	-15	735 Late inspections in PIC
13. Lease-up (VMS)	0, 15 or 20	20	0	20	
14. Family Self-Sufficiency (PIC)	0, 3, 5, 8 or 10	10	N/A	N/A	
15. Bonus Indicator - Deconcentration (QC)	0 or 5	N/A	N/A	N/A	
	Total	145	115	120	
		Percentage	78%	82%	

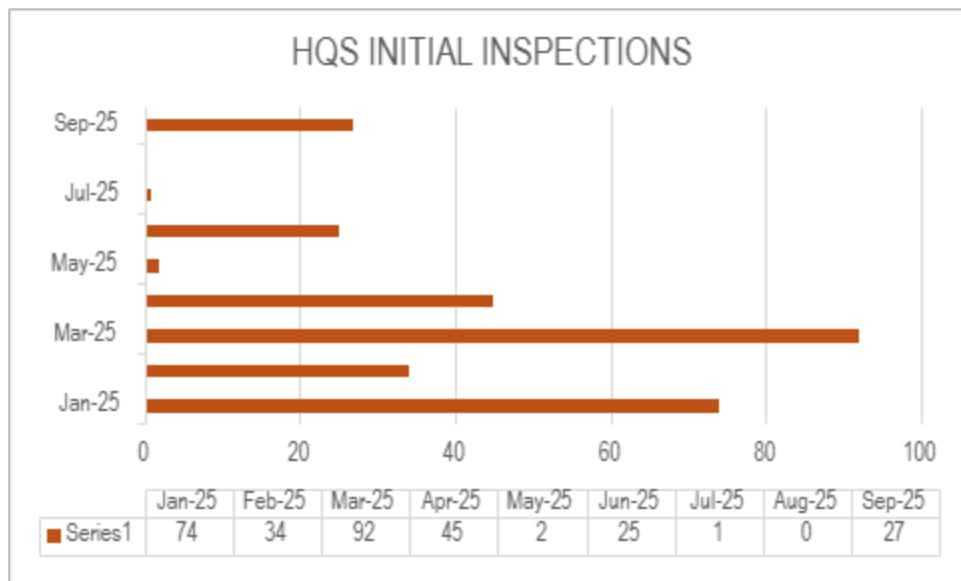
No results have been received from HUD, once received the scoring will be presented in the board report.

Voucher Issuance is the number of new vouchers issued to new program participants. We are not issuing any new vouchers until the agency is no longer under Shortfall, and funding is available. The graph will be included and updated once new vouchers can be issued. The number of new vouchers will be zero except for VASH and preauthorized project-based units.

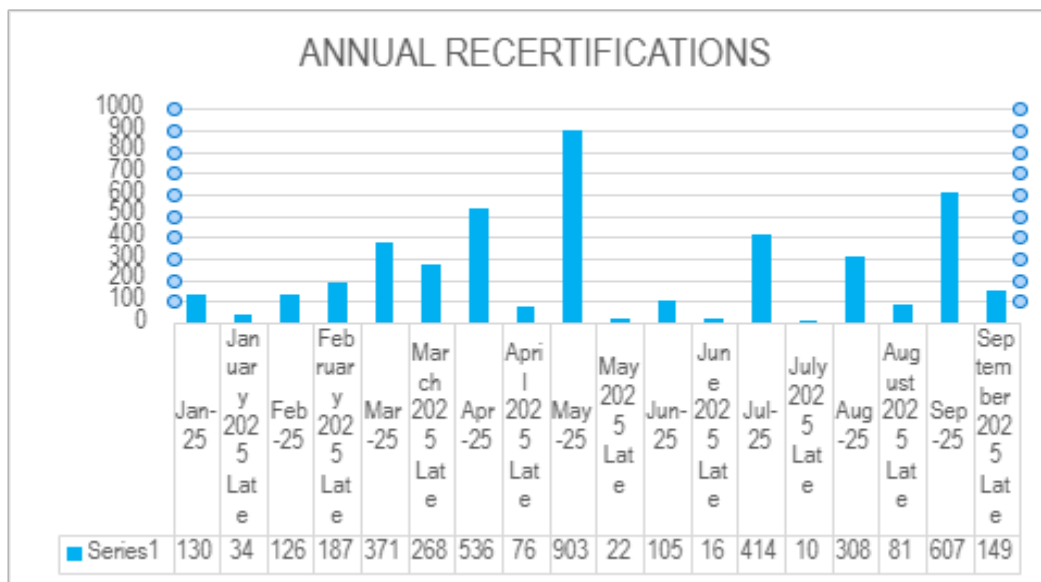
New admissions are clients that previously were issued a new voucher and have been leased in units. This is the number of new participants in the program. The numbers will not match the month issued because there is a 120-day window possible for searching.



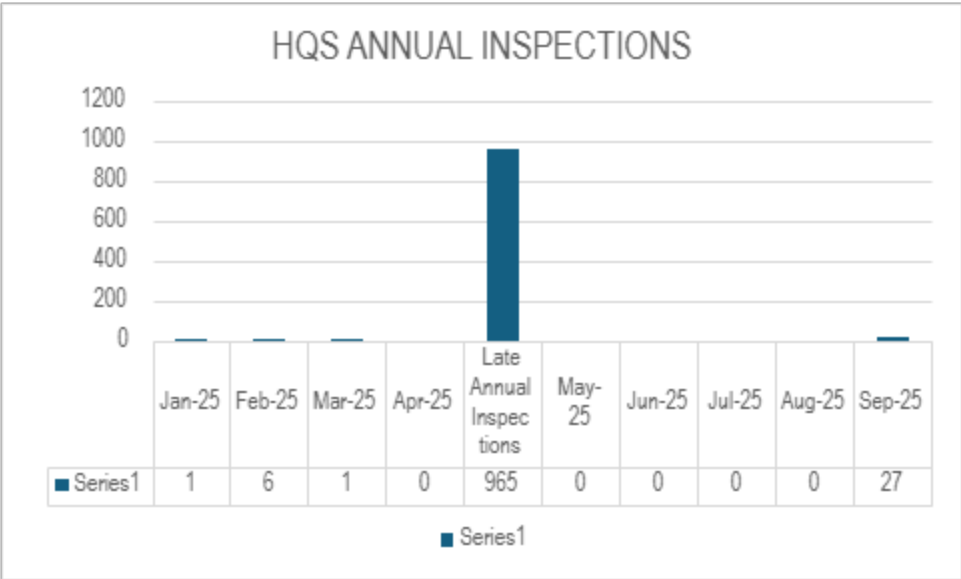
HQS Initial Inspections are the inspections performed for the newly housed participants. This number will match the number of new admissions.



Annual recertifications are processed every 12 months to ensure continued eligibility. Each annual recertification is required to have a matching inspection before the HAP contract is executed.



The HQS Annual Inspections are directly related to the number of annual recertifications processed; however, HACM is on a biennial cycle for annual inspections (every two years). We are currently behind due to processing failures. A new vendor has been selected through the RFP process, and the HPS will resume performing annual inspections. The number is increasing as new inspections are due; however, once the late inspections are concluded it should decrease dramatically.



MEMORANDUM

To: Board of Commissioners
From: Nora Ruvalcaba, Director of Development
Thru: Zulieka Boykin, Executive Director/President/CEO
Date: October 14, 2025
Re: **MONTHLY DEVELOPMENT DEPARTMENT REPORT**



Development Department Highlights

Funding/Financing

1. **Parcel B Funding – City of Salinas NOFA Submission**

As part of the Parcel B development and funding strategy, the Development team applied to the City of Salinas 2025 NOFA Multifamily program on August 30, 2025.

On 9/30/2025, a follow-up meeting was held with the Development team and City Development Department staff to review our submission and notify us that the City intends to award \$3.8M of funding to the project, with the possibility of additional funds being committed to the site to support the construction of the daycare center. We are awaiting a formal award notification from the City.

2. **Senior Project – City of Greenfield**

A preliminary plan check review package has been submitted to the City of Greenfield for the proposed Senior Project.

At the August 26, 2025, City Council meeting, Greenfield City officials enacted a temporary moratorium on issuing building permits requiring new wastewater connections due to capacity constraints at its treatment plant.

On 10/8/2025 Development staff submitted a Request for Exception from the Building Moratorium for consideration to the City Manager and the Community Development staff.

3. **Rippling River & Benito FLC – Refinancing with JPMorgan Chase**

We are finalizing due diligence for the refinancing of existing debt on Rippling River and Benito FLC.

The updated closing date is scheduled for 10/31/2025 but is contingent on 3rd party approvals from Investors and Compliance Agencies, including USDA, which is currently affected by the Government shutdown.

Upon closing of the transactions, the original loans will be paid off, and the remaining funds will be available to perform the priority capital improvements needed.

4. **One Parkside LP – Placed-In-Service & Developer Fee**

The Placed-In-Service submission to CTCAC has been approved, and 8609 forms have been issued. Executed forms have been submitted to both CTCAC and the IRS.

We are working with the Investor to complete final due diligence for the release of the remaining Developer Fee of \$240,117. We expect to complete this process within 60-90 days.

5. **S&P Credit Rating Process**

Due diligence for the S&P credit rating is in progress and expected to be completed by the end of the year.

6. **Casa de Esperanza - Construction Contracts & RFP Awards**

Various trades have been issued their Notice to Proceed and have mobilized. Trades currently engaged and that have started work are Roof/Gutter replacements, Landscape, Architectural, Cabinetry, and Abatement.

Remaining trades are pending, execution of contracts, and issuance of Notice to proceed.

Ownership Interest Transfers/Updates

1. **Pacific Meadows GP Interest Transfer**

Approval to transfer the General Partner Interests from Human Good to HACM was received from Freddie Mac on October 14, 2025. We are pending approval from the Department of Housing and Community Development to close. We anticipate full ownership of the Pacific Meadows property in 30 - 45 days.

2. **Fairview Homekey Acquisition**

To date, we have received \$2.5M from the City of Salinas and \$2.5M from the County of Monterey Behavioral Health Department for the Fairview Homekey acquisition.

A meeting was held with the Department of Housing and Community Development and HACM staff on 10/9/2025 to finalize the Settlement terms and the related documents. Once the agreements are executed, HCD will release the \$3M of committed funding to fund the acquisition.

We anticipate the acquisition to close within 30–60 days.

Staff is also working with the City of Salinas to secure \$1.1M in funds to support the first year of operations and supportive services.

3. **Soledad Transitional Age Youth Housing (TAY) Project**

The project is at a standstill until a viable location is identified for the project and confirmation that the funds that were committed by the County of Monterey are still available.

Staff is working with the City of Soledad, County of Monterey, and partner agencies to clear these issues.

Active Development Projects

Division Street (One Eleven Division)

Location: Salinas

Project Type: Affordable/Workforce Housing

Units: 60

Estimated Cost: \$30.2M

Financing: Local funds, debt, land donation

Next Steps: City of Salinas ENRA approval, site plan development

Projected Operating Pro-Forma (Year 1):

Revenue:	\$2,719,812.00
Expense:	\$2,304,836.00
Projected Net Income:	\$414,976.00

Funds secured to support this project to date:

Donation of Land Value:	\$1,380,000.00
Local Housing Trust Funds:	\$1,700,000.00
Total Funds Secured (to date):	\$3,080,000.00

1030 Fairview

Location: Salinas

Project Type: Permanent Supportive Housing

Units: 45

Estimated Cost: \$8M.

Financing: Local funds, County funds, State funds

Projected Net Income:

Next Steps: Purchase closing, securing operating funding.

Projected Operating Pro-Forma (Year 1):

Revenue (assumes PBV):	\$1,000,350.00
Expense:	\$968,971.00
Projected Net Income:	\$31,379.00

Funds secured to support this project to date:

City HOME Funds:	\$2,500,000.00
County Funds:	\$2,500,000.00
State of California Funds (estimated):	\$3,000,000.00
Total Funds Secured:	\$8,000,000.00

Days Inn

Location: King City

Project Type: Permanent Support Housing

Units: 46 Units

Estimated Cost: \$15.5M

Next Steps: RFP release and contractor selection

Projected Operating Pro-Forma (Year 1):

Revenue (assumes PBV):	\$1,418,550.00
Expense:	\$1,314,875.00
Projected Net Income:	\$103,675.00

Funds secured to support this project to date:

Encampment Resolution Funding Grant:	\$6,134,596.50
CCAH Grant:	\$5,178,680.21
CAL AIM Funding:	\$450,000.000
City Commitment of Fee Waivers:	\$420,000.00
City PLHA/General Funds:	\$510,000.00
County Health Department Construction Grant Funds:	\$300,000.00
HCD Funding:	\$2,100,000.00
<u>COC HHAP 3 Grant for Construction:</u>	<u>\$465,056.95</u>
Total Funds:	\$15,558,333.66

Las Viviendas

Location: Soledad

Project Type: Foster Youth Housing

Units: 4 Units

Estimated Cost: \$2M.

Next Steps: Identify new location for the project.**Projected Operating Pro-Forma (Year 1):**

Revenue (assumed PBV):	\$100,440.00
<u>Expense:</u>	<u>\$90,396.00</u>
Projected Net Income:	\$10,044

Funds secured to support the project to date:

Community Project Funding:	\$2,000,000.00
HHAP Round 4 Funding:	\$225,292.00
HHAP Round 5 Funding:	\$225,506.00
<u>Youth Homelessness Demonstration Program:</u>	<u>\$2,119,000.00</u>
Total Funds:	\$4,569,798.00

Parcel B New Construction (Partnership with Milestone Development)

Location: Salinas

Project Type: Family Housing

Units: 88

Estimated Cost: \$45.8M

Financing: LIHTC, State/local funding

Next Steps: Submission of LIHTC application to HCD**Projected Operating Pro-Forma (Year 1):**

Revenue:	\$2,046,196.00
<u>Expense:</u>	<u>\$1,970,315.00</u>
Projected Net Income:	\$75,881.00

Elm Street New Construction (Partnership with Milestone Development)

Location: Greenfield

Project Type: Senior Housing

Units: 65

Estimated Cost: \$33.3M

Financing: LIHTC, State/local funding

Next Steps: Submission of LIHTC application to HCD

Projected Operating Pro-Forma (Year 1):

Revenue:	\$1,556,037.00
Expense:	\$1,485,798.00
Projected Net Income:	\$70,239

Potential Development Opportunities

None at this time

Development Information Sheets

Property Statistics Report (Attachment A)

Pueblo Del Mar (Attachment B)

One Parkside (Attachment C)

Casa de Esperanza (Attachment D)

MEMORANDUM

To: Board of Commissioners
 Thru: Zulieka Boykin, Executive Director
 From: Jorge Camacho, Development Analyst
 Date: October 14, 2025
 Re: Property Management Report

Occupancy

Occupancy Rate (Goal: 95%)

Property	Total Units	Offline/Excluded Units	Available Units	Vacant Units	Total Occupied Units	Occupancy Rate
Tynan Village	171	0	171	4	167	97.7%
Benito FLC	73	0	73	1	72	100.0%
Benito Affordable	71	0	71	0	71	100.0%
Fanoe Vista	44	0	44	1	43	97.7%
Monterey Street Affordable	52	0	52	2	50	96.2%
Total	411	0	411	8	403	98.1%

Waitlist

Waitlist (Goal: 5x Total Units)

Property	Total Units	Total Number on Waitlist	Waitlist Goal	Performance to Goal
Tynan Village	171	307	855	36%
Benito FLC	73	54	365	15%
Benito Affordable	71	188	355	53%
Fanoe Vista	44	Managed by Section 8	220	
Monterey Street Affordable	52	278	260	107%
Total	411	827	2,055	40%

Fanoe Vista is a property that is 100% Project Based Vouchers, waitlist for this property is managed by HCV. Waitlists are purged annually and should be open once exhausted.

Rent Collection

Tenant Payments (Goal: 100% Collection)

Property	Tenant Rent Billed	Subsidy Billed	Total Billed	Tenant Rent Collected	Subsidy Collected	Total Collected	Collection Rate
Tynan Village Affordable Housing LP	\$226,897	\$160,599	\$387,496	\$235,801	\$164,289	\$400,090	103.25%
Fanoe Vista LP	\$33,652	\$90,064	\$123,716	\$33,912	\$88,256	\$122,168	98.74%
Benito FLC LP*	\$72,833	\$37,909	\$110,742	\$71,809	\$6,039	\$77,848	70.29%
Benito Street Affordable LP	\$76,434	\$68,597	\$145,031	\$76,325	\$68,597	\$144,922	99.92%
Monterey Street Affordable LP	\$65,745	\$22,900	\$88,645	\$63,861	\$25,429	\$89,290	100.72%

	\$475,561	\$380,069	\$855,630	\$481,708	\$352,610	\$834,318	94.58%
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*RA (\$31,870.00), Pending USDA approval on submitted recertifications. Approvals are on hold until USDA staff return to their office.

Properties transitioned from JSCo effective June 1st, 2025. At the time of the transition there were AR balances for the properties that required research and reconciliation as the data was moved from the JSCo platform (Boston Post) into Yardi and contained errors and duplications. BDO is assisting with the reconciliation of the AR balances for the sites, which are pending adjustments to have the accounts reflect actual balances.

Work Orders

Property	Total Units	Routine Work Orders	Routine Work Order Completed	Average Time to Complete	Emergency Work Orders	Emergency Work Orders Completed	Average Time to Complete
Tynan Village	171	52	52	2	35	35	2
Benito FLC	73	23	23	2	10	10	1
Benito Affordable	71	12	12	2	12	12	1
Fanoe Vista	44	6	6	3	5	5	1
Monterey Street Affordable	52	5	5	3	3	3	1
Total	411	98	98	2	65	65	1

Recertifications

Recertifications (Goal = 0 Late)

Property	Total Units	Prior Months Past Due	Current Month Due on 1st of Month	Completed for Current/ Past Due	YTD Late
Tynan Village	171	5	2	3	7
Benito FLC	73	4	0	0	4
Benito Affordable	71	0	0	0	0
Fanoe Vista	44	0	0	0	0
Monterey Street Affordable	52	0	0	0	0
Total	411	9	2	3	11

			Pueblo Del Mar - Hope Housing is a collaborative effort between the Housing Authority of the County of Monterey and Monterey County Behavioral Health to provide an affordable short-and-mid-term residential bridge housing community that combines housing services and behavioral health services. Each participant will collaborate with the on-site care team to reach health and housing goals.	
			Site and Service Amenities include: - On-site Resident Advisors (2). - On-site Resident Support Coordinator. - On-site Nurse. - Transportation Support (1 leased vehicle). - In unit laundry hook-ups. - Unit central heating. - Private garage. - Two on-site playgrounds. - Within 1/2 mile of transportation service (MST). - Within 1 mile of a grocery store.	
Unit Type	Targeted % of AMI	Number of Units		
2 BDRM	30%	55		
Beds	30%	110		
2 BDRM	Managers's Unit	1		
Total Units:		56		
Project Description:			Affordability Targeting: 30-50% of AMI General Contractor: Development on staff GC. Property Management: HACM Total Renovation Cost: \$2,825,492	
Address: 3026-3044 Kwahakeub Court and 3048-3100 Regiment Count Marina, Ca. 93933 Project Type: Rehabilitation Number of Units: 55 Number of Beds: 110			Target Population: Homeless who have been diagnosed with mental illness and/or substance use disorders.	
Approved Grant Disbursements to Date: Renovation funds in the amount of \$2,825,492.00			Pending Grant Disbursements: Security Deposit and Rents for program duration in the amount of \$3,064,813.00	
Funding Sources:				
Behavioral Health Bridge Housing Funds (BHBH): \$5,890,305.00				
Current Project Status: NOC issued 10-27-2022 and converted to Permanent Financing 11-30-2023.				
Construction Progress:			Construction Contract Status:	
Completion Percentage:	75%		Original Contract Amount:	\$2,825,492.00
Vacancy Rate (33 Vacant):	60.00%		Approved Change Orders:	\$0.00
Rent Collection Percentage:	0.00%		Final Contract Amount:	\$2,825,492.00
Project Milestones:				
1) All units transferred to MCBH possession as of 10/1/2024. 2) Vendors have been selected and recommended for award for roof replacements, stairwell repair, exterior paint, window replacement, patio/deck repair and asphalt repair. 3) Vendor for furnace replacements has been issued a notice to proceed, work expected to be completed within 60 days.				



One Parkside, LP is a new construction infill multifamily housing development for seniors aged sixty-two and over. The eighty one and two bedroom units replaced the forty dilapidated 1970s era units that were on the site.

Site and Service Amenities include:

- Within 1/3 mile of transit which service every 30 min.
- Within 1/2 mile of public park or community center.
- Within 1 mile of public library.
- Within 1 1/2 miles of a full-scale grocery store.
- Within 1/2 mile of medical clinic.
- Within 1/2 mile of a pharmacy.
- In-unit high speed internet service.
- On-site Service Coordinator.
- Adult ed/health & wellness/skill building classes.
- Elevator, Community Laundry Rooms, in unit laundry connections, dish washer and central air and heat.

Unit Type	Targeted % of AMI	Number of Units
1 BDRM	30%	40
2 BDRM	30%	40
1 BDRM	50%	3
2 BDRM	50%	31
1 BDRM	60%	4
2 BDRM	Managers's Unit	1
Total Units:		80

Project Description:

Address: 1108, 1110, 1112 Parkside Street
Salinas, Ca. 93906

Project Type: Acquisition/New Construction

No. of PBV's: 79

Target Population: Low-Income Seniors

Affordability Targeting: 30-60% of AMI

Architect: Paul Davis Group

General Contractor: Palisade Builders

Property Management: HACM

Total Development Cost: \$48,715,862

Approved Equity Disbursements to Date:

DDF in the amount of \$1,959,883.00

Pending Equity Disbursements:

DDF in the amount of \$240,117.00

Funding Sources:

Tax Exempt Perm Loan:	\$13,269,000.00	City of Salinas Fee Deferral:	\$394,943.00
Seller Carryback Loan:	\$4,055,000.00	HOME Funding (City):	\$957,540.00
Accrued/Deffered Interest:	\$747,459.00	PHLA Funding (City):	\$756,505.00
HDC Sponsor Loan:	\$6,984,956.00	Deferred Developer Fee:	\$1,020,900.00
HDC Sponsor Loan (2nd):	\$500,000.00	Tax Credit Equity:	\$20,597,892.00
MCHI Loan:	\$4,100,000.00		

Current Project Status: NOC issued 10-27-2022 and converted to Permanent Financing 11-30-2023.

Construction Progress:

Completion Percentage:	100%
Occupancy Percentage (3 Vacant):	96.25%
Rent Collection Percentage:	101.46%

Construction Contract Status:

Original Contract Amount:	\$25,150,331.00
Approved Change Orders:	\$1,276,477.00
Final Contract Amount:	\$26,426,808.00

Project Milestones:

- 1) The Placed-In-Service package is now in step four of the PIS review. Once this phase is completed the project will move to the final phase of IRS Tax Forms 8609's being issued.
- 2) Pending issuance of the 8609's and release of final Equity Contribution which will be the remaining DDF.

			Casa de Esperanza - This project is a collaborative initiative uniting multiple community partners to address homelessness in our region. Through strong local support and the strategic leveraging of resources, Casa de Esperanza will provide safe, stable housing and supportive services for individuals and families experiencing homelessness or at risk of becoming homeless, ensuring a secure foundation for our most vulnerable residents.	
			Site and Service Amenities Included:	
Unit Type	Targeted % of AMI	Number of Units	-Targeted case management, outreach, and housing navigation to residents. -Connect individuals to existing services and remove barriers to service. -Support in developing individualized Housing Stability Plans. -Support and coordination in individuals accessing the health, behavioral health, employment, or other services they need for ongoing stability.	
Studio	30%	46		
Total Units		46		
Project Description:				
Address:	1130 Broadway Street			
	King City, Ca. 93930			
Project Description:	Acquisition & Modernization			
Approved Grant Disbursements to Date:				
Encampment Resolution Funding	\$6,134,596.50	Affordability Targeting:	30-50% Ami	
Central California Alliance on Health	\$5,178,680.21	General Contractor:	MCHADC	
Dept. Housing and Community Development	\$2,100,000.00	Property Manager:	HACM	
CoC HHAP3 Grant	\$465,056.95	Total Renovation Cost:	\$7,412,569.00	
CalAIM	\$300,000.00	Target Population: Families experiencing homelessness or in danger of homelessness within the target area.		
City of King Fee Waivers	\$420,000.00			
City of King PLHA/General Fund	\$389,662.00			
Project Based Vouchers	\$1,341,600.00			
Total Committed Funding	\$16,329,595.66			
Current Project Status: Site acquired and renovations commenced on 8/20/2025.				
Construction Progress:		Construction Contract Status:		
Completion Percentage:	5%	Original Contract Amount:	\$1,054,877.00	
Vacancy Rate (46 Vacant):	100%	Approved Change Orders:	\$3,204.00	
Rent Collection Percentage:	0%	Final Contract Amount:	\$1,058,081.00	
Project Milestones:				
Target Date: 10/16/2025 All trades selected and moved forward for approval. 10/31/2025 All trade contracts executed. 10/31/2025 All Notice to Proceed issued.				

MEMORANDUM

TO: Board of Commissioners

THRU: Zulieka Boykin, Executive Director

FROM: Jin Lu, Director of Finance

RE: **August 2025 Finance Report**

Status Report: Finance Report for August 2025

DATE: October 16, 2025



Highlights:

HACM/HDC - Non-Quarterly Financial Reports

- Voucher Funding and HCV Payments is under construction.
- Department Transactions Statistics
- Revenue Sources by Property (HACM, HDC & S8)
- Balance Sheets - HACM/HDC
- HACM & HDC Actual vs Budget Comparisons
- Property YTD Actual vs Budget Comparison - HACM/Voucher Program/HDC/Properties
- Cash Analysis will be present on quarterly basis, Jun 30, Sep 30, Dec 31 and Mar31.

Audit Status Summary

- FY 2023-2024 LP Audits – 24 of 24 Audits have been initiated, 23 finalized. (Tynan pending Only)
- FY 2024-2025 HCD and 5 other Audits’ prelim work has started. 1 finalized and 4 close to finalization
- Novo will start HACM and HDC FY24-25 audit soon.

Key Departmental Activities:

- LP properties FY26 budget preparation starts, 3 due on Sep 30, the rest due on Oct 31
- Elevate-Payscan invoice process -invoice register without PO go live in mid Oct. Invoice with PO and PO creation and approval will go live soon. It will reduce paperwork and let invoice and PO process and document in Yardi.
- Payroll allocation review on going
- Decentralized warehouse procedure is under review.
- Accounting staff and procurement staff job responsibility review on going
- Creating standard of procedure (SOP) and updating accounting policies on an ongoing basis
- Smartsheet for calendar function and tracking of projects and corporate due dates-project hold
- Once rent café becomes acceptable, “cash handling of rent in new module/scanner used by property management” will not be considered as an option.

Hi-Level Explanation of Financial Results AUG 2025 (FY2026)

(thousands of \$)

HACM Results	AUG				HACM Results	YTD			
	Actual	Budget	Variance	%		Actual	Budget	Variance	%
Revenue	\$ 10,337	\$ 9,608	\$ 729	7.6%	Revenue	\$ 20,447	\$ 19,215	\$ 1,232	6.4%
Operating Expenses	\$ 9,325	\$ 6,947	\$ (2,378)	-34.2%	Operating Expenses	\$ 18,846	\$ 13,894	\$ (4,952)	-35.6%
Other Inc/Expense	\$ 12	\$ 18	\$ 6	33.3%	Other Inc/Expense	\$ 51	\$ 123	\$ 72	58.5%
Net Income	\$ 1,000	\$ 2,643	\$ (1,643)	-62.2% *	Net Income	\$ 1,550	\$ 5,198	\$ (3,648)	-70.2% *

* HAP subsidies increaed \$1.2M and payment indcresed \$5.6M YTD Aug.

HDC Results	AUG				HDC Results	YTD			
	Actual	Budget	Variance	%		Actual	Budget	Variance	%
Revenue	\$ 275	\$ 416	\$ (141)	-33.9%	Revenue	\$ 541	\$ 832	\$ (291)	-35.0%
Operating Expenses	\$ 144	\$ 346	\$ 202	58.4%	Operating Expenses	\$ 280	\$ 692	\$ 412	59.5%
Other Inc/Expense	\$ 60	\$ 1	\$ (59)	-5900.0%	Other Inc/Expense	\$ 119	\$ 1	\$ (118)	-11800.0%
Net Income	\$ 71	\$ 69	\$ 2	2.9% *	Net Income	\$ 142	\$ 139	\$ 3	2.2% *

Total Entity	AUG				Total Entity	YTD			
	Actual	Budget	Variance	%		Actual	Budget	Variance	%
Revenue	\$ 10,612	\$ 10,024	\$ 588	5.9%	Revenue	\$ 20,988	\$ 20,047	\$ 941	4.7%
Operating Expenses	\$ 9,469	\$ 7,293	\$ (2,176)	-29.8%	Operating Expenses	\$ 19,126	\$ 14,586	\$ (4,540)	-31.1%
Other Inc/Expense	\$ 72	\$ 19	\$ (53)	-278.9%	Other Inc/Expense	\$ 170	\$ 124	\$ (46)	-37.1%
Net Income	\$ 1,071	\$ 2,712	\$ (1,641)	-60.5% *	Net Income	\$ 1,692	\$ 5,337	\$ (3,645)	-68.3% *

* HAP subsidies increaed \$1.2M and payment indcresed \$5.6M YTD Aug.

Attached is a table that shows what each property produces in revenue, expenses and bottomline for Aug 2025

HOUSING AUTHORITY BALANCE SHEET SUMMARY AUG 2025

(thousands of \$)

	<u>HDC</u>	<u>HACM</u>	<u>TOTAL</u>
CASH	\$ 10,163	\$ 25,045	\$ 35,208
INVESTMENTS	\$ -	\$ 1,152	\$ 1,152
TOTAL CASH	\$ 10,163	\$ 26,197	\$ 36,360
RECEIVABLES	\$ 10,811	\$ 21,931	\$ 32,742
DEFERRED CHARGES	\$ 143	\$ 560	\$ 703
TOTAL CURRENT ASSETS	\$ 21,117	\$ 48,688	\$ 69,805
FIXED ASSETS (NET)	\$ 21,500	\$ 10,338	\$ 31,838
CONSTRUCTION IN PROGRESS	\$ 490	\$ 2,793	\$ 3,283
NOTE RECEIVABLE	\$ 36,072	\$ 72,360	\$ 108,432
OTHER NONCURRENT ASSETS	\$ 1	\$ 3,423	\$ 3,424
TOTAL ASSETS	\$ 79,180	\$ 137,602	\$ 216,782
CURRENT LIABILITIES	\$ 3,234	\$ 2,854	\$ 6,088
LONG TERM LIABILITIES	\$ 22,952	\$ 5,922	\$ 28,874
TOTAL LIABILITIES	\$ 26,186	\$ 8,776	\$ 34,962
RETAINED EARNINGS			
PRIOR YEAR	\$ 32,565	\$ 96,535	\$ 129,100
CURRENT YEAR	\$ 20,429	\$ 32,291	\$ 52,720
TOTAL EQUITY	\$ 52,994	\$ 128,826	\$ 181,820
TOTAL LIABILITIES & EQUITY	\$ 79,180	\$ 137,602	\$ 216,782

UNAUDITED-YTD PERFORMANCE SUMMARY FOR AGENCY AUG 25

		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
		REVENUE	REVENUE	EXPENSES	EXPENSES	BOTTOM LINE	BOTTOM LINE	DEPRECIATION	DEPRECIATION	INTEREST	INTEREST	Earing before Depreciation
Starting July												
204	OAK GROVE	\$ 18,208.00	\$ 18,208.00	\$ 6,559.74	\$ 17,530.00	\$ 11,648.26	\$ 678.00	\$ -	\$ 666.00			\$ 11,648.26
205*206	PUEBLO DEL MAR	\$ 25,830.82	\$ 148,296.00	\$ 46,938.87	\$ 148,278.00	\$ (21,108.05)	\$ 18.00	\$ -	\$ 9,079.00	\$ 4,762.14	\$ 4,762.00	\$ (21,108.05)
212	PORTOLA VISTA	\$ 269,988.58	\$ 274,994.00	\$ 167,081.39	\$ 166,286.00	\$ 102,907.19	\$ 108,708.00	\$ -	\$ 8,118.00	\$ 9,434.04	\$ 18,666.00	\$ 102,907.19
214	MONTECITO WATSON	\$ 18,974.94	\$ 26,004.00	\$ 20,414.21	\$ 31,214.00	\$ (1,439.27)	\$ (5,210.00)	\$ -	\$ 6,216.00	\$ -	\$ -	\$ (1,439.27)
904	CHULAR FLC	\$ 68,261.29	\$ 70,642.00	\$ 25,038.96	\$ 70,636.00	\$ 43,222.33	\$ 6.00	\$ -	\$ 3,170.00	\$ 119.32	\$ 134.00	\$ 43,222.33
906	SALINAS FLC	\$ 142,745.49	\$ 134,626.00	\$ 67,819.45	\$ 134,566.00	\$ 74,926.04	\$ 60.00	\$ -	\$ 19,220.00	\$ 152.39	\$ 170.00	\$ 74,926.04
	TOTAL HACM PROPERTIES	\$ 544,009.12	\$ 672,770.00	\$ 333,852.62	\$ 568,510.00	\$ 210,156.50	\$ 104,260.00	\$ -	\$ 46,469.00	\$ 14,467.89	\$ 23,732.00	\$ 210,156.50
Starting July												
400	HDC ADMIN	\$ 101,629.07	\$ 514,256.00	\$ 150,400.75	\$ 486,670.00	\$ (48,771.68)	\$ 27,586.00	\$ -	\$ -	\$ -	\$ 1,416.00	\$ (48,771.68)
552	SINGLE FAMILY HOMES	\$ 60,136.00		\$ 13,444.47		\$ 46,691.53	\$ -			\$ -	\$ -	\$ 46,691.53
555	CASANOVA	\$ 379,192.89	\$ 317,438.00	\$ 235,261.57	\$ 206,900.00	\$ 143,931.32	\$ 110,538.00			\$ 119,211.48	\$ -	\$ 143,931.32
	TOTAL HDC	\$ 540,957.96	\$ 831,694.00	\$ 399,106.79	\$ 693,570.00	\$ 141,851.17	\$ 138,124.00	\$ -		\$ 119,211.48	\$ 1,416.00	\$ 141,851.17
Starting January												
801	SOUTH COUNTY RAD	\$ 419,318.28	\$ 1,080,368.00	\$ 776,630.02	\$ 723,792.00	\$ (357,311.74)	\$ 356,576.00	\$ 195,916.40	\$ -	\$ 149,046.41	\$ -	\$ (161,395.34)
802	SALINAS FAMILY RAD	\$ 1,443,676.82	\$ 1,321,696.00	\$ 2,001,080.26	\$ 979,712.00	\$ (557,403.44)	\$ 341,984.00	\$ 541,551.92	\$ -	\$ 515,407.09	\$ -	\$ (15,851.52)
803	EAST SALINAS FAMILY RAD	\$ 1,851,935.44	\$ 1,715,168.00	\$ 2,299,409.14	\$ 1,248,008.00	\$ (447,473.70)	\$ 467,160.00	\$ 564,144.32	\$ -	\$ 520,852.38	\$ -	\$ 116,670.62
804	GONZALES FAMILY RAD	\$ 288,479.58	\$ 269,376.00	\$ 459,043.27	\$ 205,920.00	\$ (170,563.69)	\$ 63,456.00	\$ 127,483.04	\$ -	\$ 134,033.00		\$ (43,080.65)
970*960	RIPLING RIVER	\$ 1,377,043.73	\$ 2,251,752.00	\$ 1,636,570.49	\$ 938,527.44	\$ (259,526.76)	\$ 1,313,224.56	\$ 224,479.22	\$ -	\$ 693,268.21	\$ -	\$ (35,047.54)
915*965	TYNAN	\$ 3,229,740.59	\$ 3,319,856.00	\$ 2,886,472.59	\$ 2,158,416.00	\$ 343,268.00	\$ 1,161,440.00	\$ 878,306.00	\$ -	\$ 730,599.54	\$ 977,568.00	\$ 1,221,574.00
925*972	BENITO FLC	\$ 782,225.45	\$ 770,424.00	\$ 1,121,260.63	\$ 532,912.00	\$ (339,035.18)	\$ 237,512.00	\$ 438,184.96	\$ -	\$ 161,670.32	\$ 59,208.00	\$ 99,149.78
950*973	MONTEREY AFFORDABLE	\$ 727,920.51	\$ 1,864,408.00	\$ 834,586.04	\$ 621,248.00	\$ (106,665.53)	\$ 1,243,160.00	\$ 277,972.57	\$ -	\$ 149,655.57	\$ 56,904.00	\$ 171,307.04
920*974	BENITO STREET AFFORDABLE	\$ 1,164,352.72	\$ 1,417,776.00	\$ 1,206,498.11	\$ 588,080.00	\$ (42,145.39)	\$ 829,696.00	\$ 497,280.00	\$ -	\$ 175,023.36	\$ -	\$ 455,134.61
955*980	FANOE	\$ 986,457.22	\$ 1,506,584.00	\$ 548,899.80	\$ 518,912.00	\$ 437,557.42	\$ 987,672.00	\$ 213,266.16	\$ -	\$ -	\$ -	\$ 650,823.58
984	CASTROVILLE	\$ 776,974.56	\$ 831,272.00	\$ 767,402.79	\$ 718,264.00	\$ 9,571.77	\$ 113,008.00	\$ -	\$ -	\$ 422,185.44	\$ 292,632.00	\$ 9,571.77
985	HACIENDA 1	\$ 1,021,137.81	\$ 951,024.00	\$ 870,884.76	\$ 790,344.00	\$ 150,253.05	\$ 160,680.00	\$ 264,637.72	\$ 4,336.00	\$ 116,659.27	\$ 207,832.00	\$ 414,890.77
986*987	HACIENDA 2	\$ 737,551.76	\$ 850,117.20	\$ 883,165.22	\$ 544,717.84	\$ (145,613.46)	\$ 305,399.36	\$ 300,497.28	\$ -	\$ 171,633.89	\$ -	\$ 154,883.82
988	HACIENDA SR	\$ 625,366.43	\$ 809,852.00	\$ 642,234.64	\$ 321,568.96	\$ (16,868.21)	\$ 488,283.04	\$ 223,910.00	\$ -	\$ 78,539.80	\$ -	\$ 207,041.79
989	HACIENDA 3	\$ 862,858.27	\$ 1,026,326.00	\$ 1,220,185.45	\$ 403,823.28	\$ (357,327.18)	\$ 622,502.72	\$ 527,202.64	\$ -	\$ 304,946.47	\$ -	\$ 169,875.46
990	OAK PARK 1	\$ 983,741.63	\$ 947,320.00	\$ 738,755.07	\$ 557,120.00	\$ 244,986.56	\$ 390,200.00	\$ 6,067.00	\$ -	\$ 117,691.78	\$ 34,880.00	\$ 251,053.56
991	OAK PARK 2	\$ 944,639.07	\$ 958,488.00	\$ 741,756.13	\$ 770,256.00	\$ 202,882.94	\$ 188,232.00	\$ -	\$ 3,336.00	\$ 202,690.01	\$ 181,016.00	\$ 202,882.94
992	ONE PARKSIDE	\$ 1,356,283.66	\$ 1,405,232.00	\$ 1,247,598.38	\$ 527,416.00	\$ 108,685.28	\$ 877,816.00	\$ -	\$ -	\$ 822,430.47	\$ -	\$ 108,685.28
	TOTAL LIMITED PARTNERSHIPS	\$ 19,579,703.53	\$ 23,297,039.20	\$ 20,882,432.79	\$ 13,149,037.52	\$ (1,302,729.26)	\$ 10,148,001.68	\$ 5,280,899.23	\$ 7,672.00	\$ 5,466,333.01	\$ 1,810,040.00	\$ 3,978,169.97
Starting July												
602	HR	\$ 34.50	\$ -	\$ 37,155.72	\$ 53,600.00	\$ (37,121.22)	\$ (53,600.00)	\$ -	\$ -			\$ (37,121.22)
604	FINANCE	\$ -	\$ -	\$ 177,008.11	\$ 223,598.00	\$ (177,008.11)	\$ (223,598.00)	\$ -	\$ -			\$ (177,008.11)
601	ADMIN	\$ 210,576.49	\$ 675,312.00	\$ 46,239.34	\$ 89,750.00	\$ 164,337.15	\$ 585,562.00	\$ -	\$ -			\$ 164,337.15
670	MAINTENANCE	\$ -	\$ -	\$ 10,325.87	\$ 10,074.00	\$ (10,325.87)	\$ (10,074.00)	\$ -	\$ -			\$ (10,325.87)
660	PROPERTY MANAGEMENT	\$ -	\$ -	\$ 4,788.69	\$ 12,986.00	\$ (4,788.69)	\$ (12,986.00)	\$ -	\$ -			\$ (4,788.69)
	TOTAL OVERHEAD	\$ 210,610.99	\$ 675,312.00	\$ 275,517.73	\$ 390,008.00	\$ (64,906.74)	\$ 285,304.00	\$ -	\$ -			\$ (64,906.74)
Starting July												
059	S8 FSS ADMIN	\$ 28,079.47	\$ 40,472.00	\$ 27,553.76	\$ 44,792.00	\$ 525.71	\$ (4,320.00)	\$ -				\$ 525.71
078	MAINSTREAM	\$ 345,958.00	\$ 233,434.00	\$ 224,113.00	\$ 237,356.00	\$ 121,845.00	\$ (3,922.00)	\$ -				\$ 121,845.00
080	EHV HOMELESS	\$ 1,154,423.00	\$ 1,184,744.00	\$ 1,127,099.29	\$ 1,194,704.00	\$ 27,323.71	\$ (9,960.00)	\$ -				\$ 27,323.71
PLUG	ALL OTHER S8	\$ 17,673,912.67	\$ 16,663,386.00	\$ 16,697,005.61	\$ 11,373,408.00	\$ 976,907.06	\$ 5,289,978.00	\$ -				\$ 976,907.06
	TOTAL SECTION 8	\$ 19,202,373.14	\$ 18,122,036.00	\$ 18,075,771.66	\$ 12,850,260.00	\$ 1,126,601.48	\$ 5,271,776.00	\$ -				\$ 1,126,601.48
TOTAL	S8	\$ 19,202,373.14	\$ 18,122,036.00	\$ 18,075,771.66	\$ 12,850,260.00	\$ 1,126,601.48	\$ 5,271,776.00	\$ -				\$ 1,126,601.48
TOTAL	HACM OTHER	\$ 1,244,321.43	\$ 1,093,222.00	\$ 820,621.44	\$ 1,167,014.00	\$ 423,699.99	\$ (73,792.00)					\$ 423,699.99
	TOTAL HACM	\$ 20,446,694.57	\$ 19,215,258.00	\$ 18,896,393.10	\$ 14,017,274.00	\$ 1,550,301.47	\$ 5,197,984.00	\$ -	\$ 43,190.00			\$ 1,550,301.47
TOTAL	HDC	\$ 540,957.96	\$ 831,694.00	\$ 399,106.79	\$ 693,570.00	\$ 141,851.17	\$ 138,124.00	\$ -	\$ -	\$ 119,211.48	\$ 1,416.00	\$ 141,851.17
TOTAL	AGENCY	\$ 20,987,652.53	\$ 20,046,952.00	\$ 19,295,499.89	\$ 14,710,844.00	\$ 1,692,152.64	\$ 5,336,108.00	\$ -	\$ 43,190.00	\$ 119,211.48	\$ 1,416.00	\$ 1,692,152.64

Note: * all properties should have its depreciation, some are booked monthly, some yearly, basically the annula depreciation is consistant, no big variance.
as annual depreciation is consistant and it is non cash expense and not required by operating budget, so sometimes there is no budge prepared for it, but at yearend, annual depreciation has to be booked.

*LP properties have large amount of accrued debt interest, either paid off on monthly basis or due when cash available.

LP propperty YTD Aug income is \$3.7m less than budget, total expense \$7.6m more than budget as depreciation \$5.3m and interest expense \$3.6m were booked in actual but not budgeted. Net lose variacne was \$8.8m.
To make expnese comparable, ie. when depreciation not being considered, and interest expense being considered under both budget and actual, the net loss variance is \$4.4m which is due to income variacne \$3.7m less than budget.

*HACM has its depreciaiton for the main office building, most of HACM owned properties have small amount of debt except Portola Vista

REVENUE SOURCES BY PROPERTY

Aug-25

		Tenant Rental Revenue		Non Dwelling Rent		Subsidy		Type of Subsidy
		CY - 2025	FY 2024-2025	CY - 2025	FY 2024-2025	CY - 2025	FY 2024-2025	
440	Tynan Land Lease	0.00		5,184.51		0.00		Bakery / HDC Office Rental Income
		\$ -	\$ -	\$ 5,184.51	\$ -	\$ -	\$ -	
205	Pueblo Del Mar		25,782.00		0.00		0.00	Grant Income
903	King City Migrant		0.00		0.00		0.00	OMS
		\$ -	\$ 25,782.00	\$ -	\$ -	\$ -	\$ -	
204	Oak Grove		9,104.00		0.00		0.00	HCV
552	Single Family Homes		30,180.00		0.00		0.00	HCV
555	Casanova		189,526.00		0.00		0.00	HCV
934	Jardines		0.00		0.00		0.00	HCV
970	Rippling River - New	173,493.00		0.00		-807.00		HCV
960	Rippling River	0.00		0.00		0.00		HCV
915	Tynan Affordable - NEW	396,488.00		0.00		0.00		HCV
965	Tynan Affordable	0.00		0.00		0.00		HCV
950	Monterey Aff. - NEW	93,580.00		0.00		0.00		HCV
973	Monterey Affordable	0.00		0.00		0.00		HCV
920	Benito Affordable - NEW	146,805.00		0.00		0.00		HCV
974	Benito Affordable	0.00		0.00		0.00		HCV
955	Fanoe Vista - NEW	124,029.00		0.00		0.00		HCV
980	Fanoe Vista	0.00		0.00		0.00		HCV
985	Haciendas 1	122,456.87		0.00		-1,095.87		HCV
986	Haciendas 2	97,920.00		0.00		0.00		HCV
988	Haciendas Senior	85,202.00		0.00		-1,366.00		HCV
989	Haciendas 3	111,972.00		0.00		-2,980.00		HCV
990	Oak Park 1	111,268.00		0.00		12,536.00		HCV
991	Oak Park 2	118,303.00		1,400.00		0.00		HCV / USDA
		\$ 1,581,516.87	\$ 228,810.00	\$ 1,400.00	\$ -	\$ 6,287.13	\$ -	
212	Portola Vista		27,672.00		0.00		136,858.00	PBRA
214	Montecito Watson		1,844.00		0.00		4,307.00	PBRA
801	South County RAD	28,933.90		0.00		21,674.10		PBRA
802	Salinas Family RAD	133,232.32		0.00		37,989.68		PBRA
803	East Salinas Family RAD	209,726.32		0.00		43,210.68		PBRA
804	Gonzales Family RAD	29,912.50		0.00		7,776.00		PBRA
		\$ 401,805.04	\$ 29,516.00	\$ -	\$ -	\$ 110,650.46	\$ 141,165.00	
992	One Parkside	165,082.39		0.00		-2,578.39		PBV
		\$ 165,082.39	\$ -	\$ -	\$ -	\$ (2,578.39)	\$ -	
904	Chualar FLC		28,281.00		0.00		3,684.00	USDA
906	Salinas FLC		54,620.00		0.00		14,149.00	USDA
972	Benito FLC	0.00		0.00		0.00		USDA
925	Benito FLC - NEW	72,797.00		0.00		31,780.28		USDA
984	Castroville FLC	46,540.00		0.00		47,243.00		USDA
		\$ 119,337.00	\$ 82,901.00	\$ -	\$ -	\$ 79,023.28	\$ 17,833.00	
TOTAL		\$ 2,267,741.30	\$ 367,009.00	\$ 6,584.51	\$ -	\$ 193,382.48	\$ 158,998.00	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Note:

Tynan Land Lease	\$ -
Tenant Rev FY Total	\$ 367,009.00
Subsidy FY Total	\$ 158,998.00
Total:	\$ 526,007.00

HACM Tenant Revenue	\$ 170,925.00
HACM Tenant Subsidy	\$ 162,265.00
HDC Tenant Revenue	\$ 59,650.00
HDC Tenant Subsidy	\$ 160,056.00
Total:	\$ 552,896.00

Variance:	\$ (26,889)
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***timing related

2025
August

	HAP	AF	Total
HCV	\$ 2,119,147.00	\$ 428,937.00	\$ 2,548,084.00
HCV	\$ 6,288,740.00	\$ -	\$ 6,288,740.00
EHV	\$ 566,419.00	\$ 36,120.00	\$ 602,539.00
MS	\$ 115,766.00	\$ 7,319.00	\$ 123,085.00
MS	\$ 100,401.00	\$ -	\$ 100,401.00
	\$ 9,190,473.00	\$ 472,376.00	\$ 9,662,849.00

Voucher Funding and HCV Payments

	30-Jun	31-Jul	31-Aug	Total
HUD Grant - HAP Payments	\$ 12,652,123	\$ 9,036,189	\$ 9,190,473	\$ 30,878,785
Total Housing Assistance Payments	\$ 8,417,641	\$ 8,946,531	\$ 8,654,071	\$ 26,018,243

Finance Transactional Statistics August 2025	HCV		AP		TOTALS	
	Transactions	Amounts	Transactions	Amounts	Transactions	Amounts
Receipts	29	\$ 525	2554	\$ 1,750,216	2583	\$ 1,750,741
Charges	73	\$ 52,431	2776	\$ 1,654,807	2849	\$ 1,707,238
Journal Entries	346	\$ 141,419	399	\$ 15,648,223	745	\$ 15,789,641
Payables	5271	\$ 8,716,324	995	\$ 950,710	6266	\$ 9,667,034
Checks	1728	\$ 8,710,553	174	\$ 1,388,885	1902	\$ 10,099,438
Transaction Amts Processed*	7447	\$ 17,621,251	6898	\$ 21,392,840	14345	\$ 39,014,092

Housing Authority of the County of Monterey Statement (12 months)

Period = Jul 2025-Aug 2025

		Jul 2025	Aug 2025	Total
7000	REVENUE:			
7031	Tenant Rents	143,685.00	170,925.00	314,610.00
7037	Tenant Subsidies	111,214.00	162,265.00	273,479.00
7041	Other Tenant Income	721.00	1,674.75	2,395.75
7050	Total Tenant Revenue	255,620.00	334,864.75	590,484.75
7071	Section 8 HAP Subsidies	9,036,189.00	9,190,473.00	18,226,662.00
7081	Section 8 Administrative Fees	488,895.97	486,550.50	975,446.47
7151	Other Income	131,915.35	117,914.13	249,829.48
7152	Interest Income	197,054.28	207,217.59	404,271.87
7999	Total Revenue	10,109,674.60	10,337,019.97	20,446,694.57
	EXPENSES:			
9051	Administrative	347,524.74	388,024.24	735,548.98
9101	Administrative Fees	11,012.04	11,012.04	22,024.08
9201	Tenant Services	13,049.97	14,046.51	27,096.48
9301	Utilities	27,837.37	53,948.90	81,786.27
9401	Maintenance	108,509.92	59,243.71	167,753.63
9501	Protective Services	2,163.00	1,938.00	4,101.00
9611	Insurance	28,695.46	28,251.65	56,947.11
9621	Other General Expenses	24,470.34	18,234.00	42,704.34
9631	Payments in Lieu of Taxes	0.00	84,968.25	84,968.25
9671	Housing Assistance Payments	8,919,620.44	8,627,131.80	17,546,752.24
9681	FSS Escrows	37,648.00	38,528.00	76,176.00
9691	Total Operating Expenses	9,520,531.28	9,325,327.10	18,845,858.38
9702	Interest Expense	38,584.23	11,950.49	50,534.72
9999	NET INCOME	550,559.09	999,742.38	1,550,301.47

Monterey County Housing Development Corp.
Statement (12 months)

Period = Jul 2025-Aug 2025

		Jul 2025	Aug 2025	Total
7000	REVENUE:			
7031	Tenant Rents	58,185.00	59,650.00	117,835.00
7037	Tenant Subsidies	159,990.00	160,056.00	320,046.00
7041	Other Tenant Income	135.00	387.00	522.00
7050	Total Tenant Revenue	218,310.00	220,093.00	438,403.00
7151	Other Income	2,403.48	2,248.80	4,652.28
7152	Interest Income	45,120.33	52,782.35	97,902.68
7999	Total Revenue	265,833.81	275,124.15	540,957.96
	EXPENSES:			
9051	Administrative	60,213.86	82,761.89	142,975.75
9101	Administrative Fees	21,451.31	21,514.05	42,965.36
9201	Tenant Services	517.87	0.00	517.87
9301	Utilities	19,225.62	20,916.76	40,142.38
9401	Maintenance	31,997.68	2,584.88	34,582.56
9501	Protective Services	577.50	105.00	682.50
9611	Insurance	2,353.80	16,615.17	18,968.97
9631	Payments in Lieu of Taxes	-996.46	56.38	-940.08
9691	Total Operating Expenses	135,341.18	144,554.13	279,895.31
9702	Interest Expense	59,232.38	59,979.10	119,211.48
9999	NET INCOME	71,260.25	70,590.92	141,851.17

Voucher Program Only Statement (12 months)

Period = Jul 2025-Aug 2025

		Jul 2025	Aug 2025	Total
7000	REVENUE:			
7071	Section 8 HAP Subsidies	9,036,189.00	9,190,473.00	18,226,662.00
7081	Section 8 Administrative Fees	488,895.97	486,550.50	975,446.47
7152	Interest Income	138.93	125.74	264.67
7999	Total Revenue	9,525,223.90	9,677,149.24	19,202,373.14
	EXPENSES:			
9051	Administrative	189,642.95	166,387.46	356,030.41
9201	Tenant Services	13,049.97	14,046.51	27,096.48
9401	Maintenance	2,835.50	1,155.11	3,990.61
9611	Insurance	5,820.88	6,055.04	11,875.92
9671	Housing Assistance Payments	8,946,531.44	8,654,070.80	17,600,602.24
9681	FSS Escrows	37,648.00	38,528.00	76,176.00
9691	Total Operating Expenses	9,195,528.74	8,880,242.92	18,075,771.66
9999	NET INCOME	329,695.16	796,906.32	1,126,601.48

October 3, 2025

Kathleen Ballesteros

Report on NAHRO Conference 2025

What an amazing conference I was privileged to attend. First, there was a delay with our flight to Phoenix, AZ and it was cancelled due to weather conditions. Zulieka and I caught the first flight out the next morning. I was eager to attend the Commissioner Fundamentals class first thing that morning, so I was dressed ready to go. Although I arrived late to class, it was expected by the instructor as many flights were cancelled or delayed.

The instructor, Jim Inglis, did an excellent job training many Commissioners in our role in the Housing Authorities across our nation. He covered from our responsibilities as a commissioner to advocating for the affordable housing needs of our community. New commissioners and experienced commissioners were present. Excellent questions were asked and the instructor responded with clarity so we could understand the different scenarios as a commissioner. The second day of the class it hit me that each of us represent our community in decisions we make that are vital for our community. I ended up with a lump in my throat and teary eyes.

I also attended other classes such as: Maintaining Competent Engaged Boards-Assuring Accountability through Board Evaluations; Raising Voices of Residents Through Resident Leadership (Resident Commissioners/Resident Councils); Board Oversight – 4 Key Areas.

Finally, I would like to acknowledge the following. Thank you, Zulieka and her staff of the Housing Authority of the County of Monterey, for the work you do daily so that you may not receive a pat on the back, but your work does not go unnoticed. Thank you, Nora and your staff in the Housing Development office for your work also. Gabriella, thank you for making all the travel and conference arrangements. Thank you, Supervisor Luis Alejo, for allowing me to be a representative in District 1 as a housing commissioner to serve our community. I attend these conferences/workshops to increase my knowledge and passion for affordable housing in our community.



COMMISSIONER COMMENTS

&

ADJOURNMENT



AGENDA
HYBRID ANNUAL BOARD MEETING FOR
THE MONTEREY COUNTY HOUSING AUTHORITY DEVELOPMENT CORPORATION
BOARD OF DIRECTORS

DATE: MONDAY, OCTOBER 27, 2025

TIME: 6:00 P.M. (Follows after HACM Meeting)

QR CODE:



LINK: <https://us02web.zoom.us/j/3501891938?pwd=N3d4QWM3MjRQQUtnYnYwZ3dtekxDdz09>

Phone: (669) 900-6833 (*9 to raise hand, *6 to unmute)

Meeting ID: 350 189 1938

Passcode: 438419

LOCATION: Housing Authority of the County of Monterey
Central Office 123 Rico Street, Salinas, CA 93907

ALTERNATE LOCATIONS WITH ZOOM CONNECTON OPEN TO THE PUBLIC:
10855 Ocean Mist Parkway, Castroville, CA 95012
Kevin Healy's Open Meeting Location

1. CALL TO ORDER

2. ROLL CALL

Chair Yuri Anderson

Vice Chair Maria Orozco

Director Francine Goodwin

Director Kevin Healy

Director Kathleen Ballesteros

Director Eleanor Elliott

District 5 Vacant

PRESENT

ABSENT

ADDITIONS AND CORRECTIONS BY THE PRESIDENT/CEO

The President/CEO will announce agenda corrections and proposed additions, which may be acted on by the Board in accordance with Section 54954.2 of the California Government Code.

3. COMMENTS FROM THE PUBLIC

4. MINUTES

A. Approval of Minutes of the Regular Board Meeting held on August 25, 2025.

5. NEW BUSINESS

A. Election of Officers

B. MDC – 249 – Resolution Awarding RFP Contract for Electrical Services for the Casa de Esperanza Project

6. DIRECTOR COMMENTS

7. ADJOURNMENT

This agenda was posted on the Housing Authority's Bulletin Boards at 123 Rico Street, Salinas, CA.

The Board of Directors will next meet at the Annual Board Meeting on **November 24, 2025, at 6:00 p.m.**



COMMENTS FROM THE PUBLIC



California's Brown Act mandates public comment periods in government meetings, but it's crucial to understand that these sessions aren't intended for dialogue. Instead, they provide citizens with a platform to express their views or concerns, while officials typically refrain from engaging in discussion or debate during this time.

For inquiries regarding specific items in the report, please send questions to grivero@hamonterey.org



ACTION
MINUTES OF THE REGULAR BOARD MEETING OF
THE MONTEREY COUNTY HOUSING AUTHORITY DEVELOPMENT CORPORATION
HELD AUGUST 25, 2025

SUMMARY ACTION MINUTES

1. CALL TO ORDER/ROLL CALL

CALL TO ORDER:

Chair Anderson called the meeting to order at 6:25 P.M.

2. ROLL CALL:

PRESENT:

Chair Yuri Anderson

Director Kathleen Ballesteros

Director Francine Goodwin

Director Kevin Healy

ABSENT:

Vice-Chair Maria Orozco

Also present: Zulieka Boykin, President/CEO; James Maynard-Cabrera, Director of Human Resources; Jin Lu, Director of Finance; Nora Ruvalcaba, Director of Development. Recorder: Gabriela Rivero

The regularly scheduled meeting for September 2025 was cancelled as there was no new business to address. No official business was conducted.

3. COMMENTS FROM THE PUBLIC

None.

4. MINUTES

- A. Minutes - Approval of Minutes of the Annual Board Meeting held on June 23, 2025.

Upon motion by Director Ballesteros, seconded by Director Anderson, the Board of Directors moved to approve the Minutes of the Regular Board Meeting held on June 23rd, 2025. The board carried the motion through a roll call vote:

AYES: Anderson, Ballesteros, Goodwin
NOES: None
ABSENT: Orozco
ABSTAIN: Healy

5. NEW BUSINESS

- A. MDC- 247: Resolution Approving the Operating Budget for the Fiscal year Beginning July 1st, 2025, and ending June 30th, 2026

Upon motion by Director Healy, seconded by Director Ballesteros, the Board of Directors of HDC moved to approve MDC-247: Resolution Approving the Operating Budget for the Fiscal year Beginning July 1st, 2025, and ending June 30th, 2026. The Board carried the motion through a roll call vote:

AYES: Anderson, Ballesteros, Goodwin, Healy
NOES: None
ABSENT: Orozco

- B. MDC- 248: Resolution Adopting Policy and Procedures for Write-Offs of Tennant Accounts Receivable

Upon motion by Director Ballesteros, seconded by Director Healy, the Board of Directors of HDC moved to approve MDC-248: Resolution Adopting Policy and Procedures for Write-Offs of Tennant Accounts Receivable. The Board carried the motion through a roll call vote:

AYES: Anderson, Ballesteros, Goodwin, Healy
NOES: None
ABSENT: Orozco

6. DIRECTOR COMMENTS

None.

7. ADJOURMENT

With no further business before the Board, the meeting was adjourned at 6:29 P.M.

Respectfully submitted,

Gabriela Rivero
Executive Assistant/Clerk of the Board

Chairperson

ATTEST:

President/CEO

Date

MEMORANDUM



MONTEREY COUNTY HOUSING AUTHORITY DEVELOPMENT CORPORATION

TO: Board of Directors – Monterey County Housing Authority Development Corporation (HDC)

FROM: Zulieka Boykin, President/CEO

RE: **PROCEDURE FOR ELECTION OF DIRECTORS**

DATE: October 18, 2025

The Bylaws of the Monterey County Housing Authority Development Corporation (HDC) do not identify the procedures for election of director. The bylaws defer to Robert's Rules of Order for any item not covered by the bylaws. Below is language from Robert's Rules that provide the procedures for election of directors and defines term limits.

"Before preceding to an election to fill an office it is customary to nominate one or more candidates. This nomination is not necessary when the election is by ballot or roll call, as each member may vote for any eligible person whether nominated or not. When the vote is via voice the nomination is like a motion to fill a blank, the different names being repeated by the chair as they are made, and then the vote is taken on each in the order in which they were nominated, until one is elected. The nomination need not be seconded....The usual method in permanent societies is by ballot, the balloting being continued until the offices are all filled. An election takes effect immediately if the candidate is present and does not decline,....After the election has taken effect and the director or member has learned the fact, it is too late to reconsider the vote on the election. An director-elect takes possession of his office immediately, unless the rules specify the time. In most societies it is necessary that this time be clearly designated."

According to Article V, Section 5.7 of the HDC Bylaws, "The Chair and Vice Chair shall be elected from among all the Directors at the annual meeting in October beginning in the year 2012 by nomination through motion made and seconded and voted upon by the majority of Directors present at the annual meeting. **The Chair and Vice Chair shall serve one year terms with two consecutive term limits**". All Directors are eligible to hold office. A copy of the Bylaws for the Monterey County

Housing Authority Development Corporation as revised October 22, 2012 is attached for reference.

The process below would satisfy Robert's Rules of Order for election of directors and is an option for consideration:

- Open the floor to nominations for "Chair"
- ***"The floor is now open for nominations for the Chair of the Board of Directors of the Monterey County Housing Authority Development Corporation."*** All nominations must be seconded to be accepted.
- "Are there any other nominations?" "Nominations are now closed."
- "Voting for the position of Chair will be held by secret ballot." - *Open Ballot if Hybrid Meeting*
- "Please pass the ballots to the Secretary for tabulation."
- **Secretary** – "Mr. Chairman, I count __ votes for Director _____ as Chair."
- **Chair** – Director _____ has been properly elected as the Chair of the Board of Directors of the Monterey County Housing Authority Development Corporation." (The new Chair assumes the duties immediately.)

Then repeat the process for Vice Chair should the process be necessary.

Action Required: Nominate and elect an active Director to fill the positions of Chair, HDC Board of Directors.

**BYLAWS
OF THE
MONTEREY COUNTY HOUSING
AUTHORITY DEVELOPMENT
CORPORATION
(HDC)
STATE OF CALIFORNIA
(REVISED OCTOBER 22, 2012)**

TABLE OF CONTENTS

ARTICLE 1

THE NAME:

Section 1.1	<u>Name of Corporation</u>	Page 5
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ARTICLE II

OFFICES:

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THIRD AMENDED AND RESTATED BYLAWS
OF
MONTEREY COUNTY HOUSING DEVELOPMENT CORPORATION,
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

Article I

NAME

Section 1.1 The name of this corporation is Monterey County Housing Authority Development Corporation (the "**Corporation**").

Article II

OFFICES

Section 2.1 Principal Office. The principal office for the transaction of the affairs and activities of the Corporation is located at 123 Rico Street, Salinas, California 93907. The board of directors of the Corporation (the "**Board**") may change the location of the principal office. Any such change in location shall be noted on these Bylaws, or this section may be amended to state the new location.

Section 2.2. Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

Article III

GENERAL AND SPECIFIC PURPOSES; DEDICATION OF ASSETS

Section 3.1 General Purposes. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable purposes. The general purpose of this Corporation is to have and exercise all rights and powers conferred on nonprofit corporations under the laws of California, provided that this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this Corporation.

Section 3.2 Specific Purposes. The specific charitable and public purposes for which this Corporation is organized are the acquisition, rehabilitation, development, ownership and operation of affordable housing and the provision of related services for low-, very low- and moderate-income households where no adequate housing exists for such households, for and on behalf of the Housing Authority of the County of Monterey, the City of Soledad Housing Authority, other political subdivisions of the State of California, and nonprofit corporations which are exempt

from federal tax under Section 501(c)(3) of the Code or successor provision, and to carry on other charitable activities associated with these goals as allowed by law.

Section 3.3 Limitation on Corporate Activities. This Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) or successor provision. No substantial part of the activities of the Corporation shall consist of lobbying, carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

Section 3.4 Dedication and Disposition of Assets. The property of this Corporation is irrevocably dedicated to charitable purposes, and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director or officer of this Corporation, or to the benefit of any private person. Upon the dissolution or winding up of the Corporation, its assets remaining after payment or provision for payment of all debts and liabilities of the Corporation shall be distributed for public purposes to the Housing Authority of the County of Monterey (“**Housing Authority**”) or to a nonprofit fund, foundation or corporation which is organized and operated exclusively for public and charitable purposes and which has established and maintained its tax-exempt status under Section 501(c)(3) of the Code, or successor provision.

Article IV

MEMBERS

Section 4.1 No Members. The Corporation shall have no members. All corporate actions shall be approved by the Board as provided in these Bylaws, except such actions as are authorized by these Bylaws without further Board approval. All rights which would otherwise rest in a corporation's members, if any, shall rest in the directors.

Article V

DIRECTORS

Section 5.1 General Corporate Powers. Subject to any limitation set forth in the Articles of Incorporation of the Corporation, these Bylaws, the California Nonprofit Public Benefit Corporation Law and any other applicable laws, the Corporation's activities and affairs shall be managed by, and all corporate powers shall be exercised under the direction of, the Board.

Section 5.2 Specific Powers. Without prejudice to the general powers set forth in Section 5.1 of these Bylaws, but subject to the same limitations, the directors shall have the power to:

- (a) Appoint and remove, all the Corporation's officers, and agents;;, prescribe powers and duties for them that are consistent with applicable law, the Corporation's Articles of Incorporation, and these Bylaws; and fix their compensation and require from them security for faithful performance of their duties;

- (b) Change the Corporation's principal office or principal business office in California from one location to another;
- (c) Borrow money and incur indebtedness on behalf of the Corporation, and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation, and other evidences of debt and securities; and
- (d) Construct, operate, maintain, improve, buy, sell, convey, assign, mortgage or lease any real estate and personal property necessary and incident to the provision of housing and related services substantially for the benefit of very low-, low-, and moderate-income persons.

Section 5.3 Authorized Number of Directors. The authorized number of directors shall be seven (7).

Section 5.4 Compensation and Reimbursement of Directors. The directors shall serve without compensation, although they may be reimbursed for their expenditures on behalf of the Corporation. Each Director shall receive a stipend of \$50 for each public meeting attended. Directors shall also be eligible for mileage reimbursement.

Section 5.5 Restriction on Interested Persons as Directors. No more than forty-nine percent (49%) of the persons serving on the Board may be "interested persons." An "interested person" is (a) any person compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise and/or (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. Any violation of the provisions of this Section 5.5 shall not affect the enforceability of any transaction entered into by the Corporation.

Section 5.6 Appointment, Term of Office and Qualification of Directors.

The directors of the Corporation shall consist of the members of the Board of Commissioners of the Housing Authority. Each director shall hold office until his or her successor is appointed.

Section 5.7 Election of Board Chair and Vice Chair. The Chair and Vice Chair shall be elected from among all the Directors at the annual meeting in October beginning in the year 2012 by nomination through motion made and seconded and voted upon by the majority of Directors present at the annual meeting. The Chair and Vice Chair shall serve one year terms with two year consecutive term limits. Then the Chair and Vice Chair must sit out at least one year before being elected to another term. The Chair and Vice Chair shall not be the same for the HACM Board of Commissioners.

Section 5.8 Resignations of Directors. Except as provided below, any director may resign by giving written notice to the President or Secretary of the Corporation. The resignation shall be effective when the notice is given or at any later time specified in the notice. Except on notice to the Attorney General of California, no director may resign if the Corporation would be left without a duly appointed director.

Section 5.9 Vacancies; Removal of Directors. Vacancies occurring on the Board of Directors due to death, removal or resignation of any director shall be filled by appointment made by the Board of Commissioners of the Housing Authority. Directors appointed by the Board of Commissioners of the Housing Authority may be removed by the Board of Commissioners of the Housing Authority with or without cause.

Section 5.10 Meetings of the Board and Compliance with the Ralph M. Brown Act. Each Director shall be given a copy of the Ralph M. Brown Act upon being elected to the Board.¹ The Ralph M. Brown Act shall apply to meetings of the Board, and any committee of the Board.² Meeting” includes any congregation of a majority of the members of the Board at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the Board.³ The Annual Board meeting shall occur in October of each year at which time the Chair and Vice Chair shall be elected.

(a) Record of Proceedings. Any person attending an open and public meeting of the Board shall have the right to record the proceedings with an audio or video tape recorder or a still or motion picture camera in the absence of a reasonable finding by the Board that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute a persistent disruption of the proceedings. Any tape or film record of an open and public meeting made for whatever purpose by or at the direction of the Board shall be subject to inspection pursuant to the California Public Records Act, but notwithstanding, may be erased or destroyed thirty (30) days after the taping or recording. Any inspection of the video or tape recording shall be provided without charge on a video or tape player made available by the Board.⁴

(b) Agenda to Be Posted. At least seventy-two (72) hours before a regular meeting the Board shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including the items to be discussed in closed session.⁵ The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to the members of the public.⁶ The Agenda shall provide an opportunity for members of the public to directly address the Board on any item of interest to the public, before or during the Board’s consideration of such item that is within the subject matter jurisdiction of the Board.⁷

(c) Action on Other Matters. No action or discussion shall be undertaken by the Board on any item not appearing on the posted agenda, except that members of the Board may respond briefly to statements made or questions posed by persons present. In limited circumstances, the Board may take action on items of business not appearing on the agenda, but only if one of the following conditions exists:

¹ Government Code §54952.7.

² Government Code §54952(c)(1)(B).

³ Government Code §54952.2.

⁴ Government Code §54953.5.

⁵ Government Code §54954.5.

⁶ Government Code §54954.2.

⁷ Government Code §54954.3.

(1) Upon a determination by a majority vote of the Board that an emergency situation exists; or

(2) Upon a determination by two-thirds vote of the Board that there is a need to take immediate action and that the need for action came to the attention of the Board after the agenda had been posted; or

(3) The item presented for action was posted for a prior meeting of the Board which occurred not more than five calendar days prior to the date of the proposed action and the action item was continued to the meeting at which action is being taken.⁸

Section 5.11 Special Meetings. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the President, or if he or she is absent or unable or refuses to act, by a majority of the members of the Board.⁹ Written notice of the time and place of all special meetings of the Board of Directors shall be delivered personally or by any other means and shall be received by each Director, and be posted at the proposed location of the public meeting, posted on the Corporation's website, and may be printed in each local newspaper of general circulation, radio or television station requesting notice in writing at least twenty-four (24) hours before the meeting.¹⁰ Written notice of any special meeting which is set at least one week prior to the date set for the meeting shall be mailed at least one week prior to the date set for the meeting to any person who has filed a written request for that notice.¹¹ Every notice for a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the notice for the meeting before or during consideration for that item.¹² The calling of the special meeting and the notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to members of the public.¹³

Section 5.12 Emergency Meetings. In cases of an emergency, the Board may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement provided that each local newspaper of general circulation and radio or television station which has requested notice of special meetings is notified by telephone at least one hour prior to the emergency meeting. An emergency includes a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the Board. Notwithstanding the foregoing, in cases of a dire emergency situation, the Board may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement provided that each local newspaper of general circulation and radio or television station which has requested notice of special meetings is notified by telephone at or near the time that the members of the Board are notified of the emergency meeting. A dire emergency is a crippling disaster, mass destruction, terrorist act, or

⁸ Government Code §54954.2.

⁹ Government Code §54956.

¹⁰ Government Code §54956.

¹¹ Government Code §54954.1.

¹² Government Code §54954.3.

¹³ Government Code §54956.

threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting under this section may endanger the public health, safety, or both, as determined by the Board. The Board shall not meet in closed session at a meeting called pursuant to this section.¹⁴

Section 5.13 Waiver of Notice. Notice of the meeting need not be given to any Director who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to such Director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 5.14 Continued Meeting and Notice of Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of the adjournment. A copy of the order of adjournment or order of continuance shall be conspicuously posted on or near the door of the meeting location within twenty-four (24) hours after the time of the adjournment, except that if the hearing is continued to a time less than twenty-four (24) hours after the time specified in the order or notice of hearing, the copy of the order or notice of continuance shall be posted immediately.¹⁵ When a regular or adjourned regular meeting is adjourned, the resulting adjourned regular meeting is a regular meeting for all purposes.¹⁶

Section 5.15 Action at Meeting. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 5.16 Disclosure of Items to be Discussed in Closed Session. Prior to holding any closed session, the Board shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosure may take the form of a reference to the item or items as said items are listed by number or letter on the agenda. In the closed session, the Board may consider only those matters covered in the statement. After any closed session, the Board shall reconvene into open session prior to adjournment and shall make any disclosures required by Government Code Section 54957.1, or any successor section of action, taken in the closed session.¹⁷

Section 5.17 Notice. Notice of regular and special meetings shall be given to the directors not less than four (4) days prior to the meeting if delivered by first class mail or not less than twenty-four (24) hours prior to the meeting if the notice is delivered personally or by telephone or

¹⁴ Government Code §54956.5.

¹⁵ Government Code §§54955, 54955.1.

¹⁶ Government Code §54955.

¹⁷ Government Code §54957.7.

electronic mail. The notice shall state the date and time of the meeting and the place of the meeting if it is other than the principal office of the Corporation.

Section 5.18 Waiver of Notice to Directors. Notice of a meeting need not be given to any director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any director who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to him or her.

Section 5.19 Quorum; Action by Majority. A majority of the directors currently on the Board shall constitute a quorum for the transaction of business, except to adjourn. Every action taken or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be the act of the Board.

Section 5.20 Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of any adjournment to another time and place shall be given in accordance with the requirements of this Section 5.

Section 5.21 Committees of Directors. The Board may, by resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two (2) or more directors, to serve at the pleasure of the Board. Appointments to such committees shall be by majority vote of the directors then in office. Any committee, to the extent provided in the Board's designating resolution, shall have all the authority of the Board, except that no committee, regardless of Board resolution, may:

- (a) Fill vacancies on the Board or on any committee;
- (b) Fix compensation of directors for serving on the Board or any committee;
- (c) Amend or repeal these Bylaws;
- (d) Amend or repeal any resolution of the Board which is not by its express terms so amendable or repealable;
- (e) Appoint any other committees of the Board or the members of these committees.
- (f) Spend corporate funds to support a nominee for director after there are more people nominated for director than can be elected.
- (g) Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Corporations Code §5233(d)(3) of the California Corporations Code and otherwise in compliance with applicable state and federal law.

Section 5.22 Committee Meetings. Meetings and actions of committees shall be governed by and held and taken in accordance with the provisions of this Article V concerning meetings of directors,

with such changes in the context of such Bylaws as are necessary to substitute the committee and its members for the Board and its members. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee not inconsistent with the provisions of these Bylaws concerning meetings of directors.

Section 5.23 Self-Dealing Transactions. Except as specifically provided below, the Board shall not approve a self-dealing transaction. A self-dealing transaction is one in which the Corporation is a party and in which one or more of the directors has a material financial interest, or a transaction between this Corporation and any entity in which one or more of its directors has a material financial interest. The Board may approve a self-dealing transaction if a majority of the Board, not including the self-interested director, determines that the transaction is fair and reasonable to this Corporation and, after reasonable investigation under the circumstances, determines that it could not have secured a more advantageous arrangement with reasonable effort under the circumstances.

Article VI

OFFICERS

Section 6.1 Officers of the Corporation. The officers of the Corporation shall be a President, a Vice-President, a Secretary and a Treasurer. The Corporation may also have, at the Board's discretion, additional Vice Presidents, one (1) or more assistant secretaries, and/or one (1) or more assistant financial officers. Any number of offices may be held by the same person, except that the Secretary nor the Treasurer may serve concurrently as the President.

Section 6.2 Election of Officers. The officers of the Corporation shall be chosen by the Board and shall serve at the pleasure of the Board until replaced.

Section 6.3 Other Officers. The Board may appoint or may authorize the President, or any other officer, to appoint any other officers that the Corporation may require. Each officer so appointed shall have the title, hold office for the period, have the authority, and perform the duties specified in the Bylaws or determined by the Board.

Section 6.4 Removal of Officers. Any officer may be removed with or without cause by the Board, and if the officer was appointed by an officer, by the officer who appointed him or her.

Section 6.5 Resignation of Officers. Any officer may resign at any time by giving written notice to the President or Secretary of the Corporation. The resignation shall take effect as of the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation as an officer shall not affect the resigning officer's position as a director of the Corporation.

Section 6.6 Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office. Vacancies may be filled as they occur.

Section 6.7 Reimbursement of Expenses. The Corporation may provide reimbursement for expenditures on behalf of the Corporation by its officers.

Section 6.8 President. The President shall be the Chief Executive Officer of the Corporation, shall preside at meetings of the Board and shall exercise and perform such other powers and duties as may from time to time be assigned to the President by the Board. Subject to the control of the Board, the President shall be the general manager of the Corporation and shall supervise and direct the Corporation's activities, affairs, and officers.

Section 6.9 Vice Presidents. If the President is absent or disabled, the Vice President shall perform all duties of the President. If there is more than one Vice President, the Vice President to perform such duties shall be chosen in order of his or her rank as fixed by the Board, or if, if the Vice Presidents are not ranked, be designation of the Board. When so acting, a Vice President shall have all powers of and be subject to all restrictions on the President. The Vice President(s) shall have such other powers and perform such other duties as the Board or these Bylaws may prescribe.

Section 6.10 Secretary. The Secretary of the Corporation shall have the following duties:

- (a) The Secretary shall keep or cause to be kept, at the Corporation's principal office, or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of the meetings shall include the time and place that each meeting was held, whether the meeting was annual, regular, or special, and, if special, how authorized and the notice given.
- (b) The Secretary shall keep or cause to be kept, at the Corporation's principal office, a copy of the Corporation's Articles of Incorporation and these Bylaws, as amended to date.
- (c) The Secretary shall give or cause to be given notice of all meetings of the Board and of committees of the Board required by these Bylaws to be given. The Secretary shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

Section 6.11 Treasurer. The Treasurer Officer shall have the following duties:

- (a) The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's funds, properties and transactions. The Treasurer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these Bylaws, or the Board. The books of account shall be open to inspection by any director at all reasonable times during the business hours of the Corporation.
- (b) The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate, shall disburse the Corporation's funds as the Board may order, shall render to the President and the Board, when requested, an account of all transactions and of the financial condition of the Corporation, and shall have other powers and perform such other duties as the Board or the Bylaws may prescribe.

Article VII

CONFLICT OF INTEREST POLICY

Section 7.1 Purpose. The purpose of the Conflict of Interest Policy (the “Policy”) is to protect the Corporation’s interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 7.2 Definitions.

(a) “Interested Person” Any director or principal officer, who has a direct or indirect financial interest, as defined below, is an interested person.

(b) “Financial Interest” A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

(1) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement;

(2) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement; or

(3) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under 0 of this Article, a person who has a financial interest may have a conflict of interest only if the Board decides that a conflict of interest exists.

Section 7.3 Procedures.

(a) Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board Members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest.

(1) An interested person may make a presentation at the meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(2) The Chairperson of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(3) After exercising due diligence, the Board shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(4) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors, whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, the Board shall make its decision as to whether to enter into the transaction or arrangement.

Section 7.4 Violations of the Conflicts of Interest Policy.

(a) If the Board has reasonable cause to believe a director or principal officer has failed to disclose actual or possible conflicts of interest, it shall inform the director or principal officer of the basis for such belief and afford the director or principal officer an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the director's or principal officer's response and after making further investigation as warranted by the circumstances, the Board determines the director or principal officer has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

(c) Records of Proceedings. The minutes of the Board shall contain:

(1) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.

(2) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 7.5 Compensation. A voting member of the Board or a principal officer who receives compensation, directly or indirectly, from the Corporation for services other than a minimal stipend payment, is precluded from voting on matters pertaining to that member's compensation. Provided that, no voting member of the Board or principal officer or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Section 7.6 Annual Statements. Each director or principal officer shall annually sign a statement which affirms such person:

- (a) Has received a copy of the conflicts of interest policy;
- (b) Has read and understands the policy;
- (c) Has agreed to comply with the policy; and
- (d) Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7.7 Periodic Reviews. To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- (b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.

Section 7.8 Use of Outside Experts. When conducting the periodic reviews as provided for in this 0, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

Article VIII

CORPORATE RECORDS AND REPORTS

Section 8.1 Maintenance of Corporate Records. The Corporation shall keep at its principal office in the State of California:

(c) Agendas and Minutes of all meetings of Directors and committees of the Board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof.

(d) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses.

(e) A copy of the Corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the Directors of the Corporation at all reasonable times during office hours.

Section 8.2 Director's Inspection Rights. Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation.

Section 8.3 Public Records Act. The agendas of public meetings and any other writings, when distributed to all, or a majority of the Directors in connection with a matter subject to discussion or consideration at a public meeting are disclosable public records under the California Public Records Act and shall be made available upon request without delay, unless exempted from disclosure under the Public Records Act.¹⁸

Section 8.4 Right to Copy and Make Extracts. Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

Section 8.5 Annual Report. The Board shall cause an annual report to be furnished not later than one hundred twenty (120) days after the close of the Corporation's fiscal year to all Directors of the Corporation, which report shall comply with section 6321 of the California Nonprofit Public Benefit Corporation Law and in particular without limitation shall contain the following information in appropriate detail:

(a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year.

(b) The principal changes in assets and liabilities, including trust funds, during the fiscal year.

¹⁸ Government Code §54957.5.

(c) The revenue or receipts of the Corporation, both restricted and unrestricted for particular purposes, for the fiscal year.

(d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year.

(e) Any information required by Section 6 of this Article VIII.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

Section 8.6 Annual Statement of Specific Transactions. This Corporation shall mail or deliver to all Directors a statement within one hundred twenty (120) days after the close of its fiscal year which briefly describes the amount and circumstances of any transaction in which the Corporation was a party, and in which any Director or officer of the Corporation had a direct or indirect material financial interest (a mere common directorship does not constitute (in and of itself) a material financial interest).

Any statement required by this Section shall briefly describe the names of the interested persons involved in such transactions, stating each person's relationship to the Corporation, the nature of such person's interest in the transaction and, where practical, the amount of such interest; provided, that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

Article IX

MISCELLANEOUS

Section 9.1 Fiscal Year. The fiscal year of this Corporation shall end each year on June 30.

Section 9.2 Contracts. All contracts entered into on behalf of the Corporation shall be authorized by resolution of the Board, or in the case of contracts for less than One Hundred Thousand Dollars (\$100,000)], by the President of the Corporation. The Board of Directors, except as these Bylaws otherwise provide, may authorize any officer of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to a specific instance; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit, or render it liable for any purpose or for any amount.

Section 9.3 Execution of Checks. Except as otherwise provided by law, every check, draft, promissory note, money order, or other evidence of indebtedness of the Corporation shall be signed by such individuals as are authorized by resolution of the Board.

Section 9.4 Indemnification. The Corporation shall indemnify its directors, officers, employees, and agents, including persons formerly occupying any such position, to the fullest extent permitted by law

against all expenses, judgments, fines and other amounts actually and reasonably incurred by them in connection with any threatened, pending or completed action or proceeding, whether it is civil, criminal, administrative or investigative. In all cases where indemnification is sought, the Corporation shall be subject to the restrictions and requirements contained in Section 5238 of the California Corporations Code.

Section 9.5 Insurance. The Board may adopt a resolution authorizing the purchase of insurance on behalf of any director, officer, employee or agent of the Corporation against any liability asserted against or incurred by the director, officer, employee or agent in such capacity or arising out of the director's, officer's, employee's or agent's status as such, whether or not this Corporation would have the power to indemnify the director, officer, employee, or agent against that liability under law, to the extent such insurance is commercially available and it is economically feasible for the Corporation to purchase.

Section 9.6 Amendment of Bylaws. The Bylaws may be amended or repealed and new Bylaws adopted by the vote of a majority of the directors of the Board except that Sections 4.1, 5.6, 5.8, and this Section 7.8 may only be amended with approval of the Board of Commissioners of the Housing Authority. Such amended or newly adopted Bylaws shall take effect immediately.

Original Bylaws adopted on August 22, 2005

Amendment #1 – February 23, 2009

Amendment #2 – April 25, 2011

Amendment #3 – October 22, 2012

Amendment to Bylaws
of the
Monterey County Housing Authority
Development Corporation

Amendment #1

These issues were considered at the February 23, 2009, Regular Board Meeting under New Business, Item 4B, Bylaws:

Article V, Section 5.9 thru 5.15 Directors

More detailed guidance on meetings under Section 5.9 thru 5.15.

Article VII, Section 7.1 thru 7.8 Conflict of Interest Policy

The inclusion of a Conflict of Interest Policy

Article VIII, Section 8.1 thru 8.6 Corporate Records and Reports

Adding section on Corporate Records and Reports

Article IX, Section 9.1 thru 9.6 Miscellaneous

Miscellaneous Section containing information on fiscal year end, contracts, execution of checks, Indemnification, Insurance and Amendment of Bylaws

Amendment to Bylaws
of the
Monterey County Housing Authority
Development Corporation

Amendment #2

The issue was considered at the March 21, 2011, Regular Board Meeting under New Business, Item 5A. Director Styles requested that legal counsel attend the next board meeting for discussion and requested that this item be tabled.

The issue was reconsidered at the April 25, 2011, Regular Board Meeting under Old Business, Item 6A1 & 6A2. Three motions were made:

Board Action 1: The Board approved changing the Vice President/Chief Financial Officer position to Vice President and Treasurer.

Board Action 2: The Board appointed new officers Kimmy Nguyen as Secretary and Lynn Santos as Treasurer.

Board Action 3: The Board ratified the Bylaws to reflect the stipend for the Directors.

Amendment to Bylaws
of the
Monterey County Housing Authority
Development Corporation

Amendment #3

These issues were considered at the October 22, 2012, Annual Board Meeting under New Business, Item 6B, Change to Bylaws Relative to Annual Elections and Meeting.

Article V, Section 5.1 thru 5.23 Directors

A review of the existing Bylaws revealed no guidance on an annual meeting and election of Chair and Vice Chair.

- Added Section 5.7 Election of Board Chair & Vice Chair
- Added line to Section 5.10 Meetings of the Board and Compliance with the Ralph M. Brown Act

Note: There was also clean-up work on the bylaws (formatting, numbering, etc.)

AMENDED AND RESTATED BYLAWS
OF
MONTEREY COUNTY HOUSING DEVELOPMENT CORPORATION,
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

Article I

NAME

Section 1.1 The name of this corporation is Monterey County Housing Development Corporation (the "**Corporation**").

Article II

OFFICES

Section 2.1 Principal Office. The principal office for the transaction of the affairs and activities of the Corporation is located at 123 Rico Street, Salinas, California 93907. The board of directors of the Corporation (the "**Board**") may change the location of the principal office. Any such change in location shall be noted on these Bylaws, or this section may be amended to state the new location.

Section 2.2. Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

Article III

GENERAL AND SPECIFIC PURPOSES; DEDICATION OF ASSETS

Section 3.1 General Purposes. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable purposes. The general purpose of this Corporation is to have and exercise all rights and powers conferred on nonprofit corporations under the laws of California, provided that this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this Corporation.

Section 3.2 Specific Purposes. The specific charitable and public purposes for which this Corporation is organized are the acquisition, rehabilitation, development, ownership and operation of affordable housing and the provision of related services for low-, very low- and moderate-income households where no adequate housing exists for such households, for and on

behalf of the Housing Authority of the County of Monterey, the City of Soledad Housing Authority, other political subdivisions of the State of California, and nonprofit corporations which are exempt from federal tax under Section 501(c)(3) of the Code or successor provision, and to carry on other charitable activities associated with these goals as allowed by law.

Section 3.3 Limitation on Corporate Activities. This Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") or successor provision. No substantial part of the activities of the Corporation shall consist of lobbying, carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

Section 3.4 Dedication and Disposition of Assets. The property of this Corporation is irrevocably dedicated to charitable purposes, and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director or officer of this Corporation, or to the benefit of any private person. Upon the dissolution or winding up of the Corporation, its assets remaining after payment or provision for payment of all debts and liabilities of the Corporation shall be distributed for public purposes to the Housing Authority of the County of Monterey ("**Housing Authority**") or to a nonprofit fund, foundation or corporation which is organized and operated exclusively for public and charitable purposes and which has established and maintained its tax-exempt status under Section 501(c)(3) of the Code, or successor provision.

Article IV

MEMBERS

Section 4.1 No Members. The Corporation shall have no members. All corporate actions shall be approved by the Board as provided in these Bylaws, except such actions as are authorized by these Bylaws without further Board approval. All rights which would otherwise rest in a corporation's members, if any, shall rest in the directors.

Article V

DIRECTORS

Section 5.1 General Corporate Powers. Subject to any limitation set forth in the Articles of Incorporation of the Corporation, these Bylaws, the California Nonprofit Public Benefit Corporation Law and any other applicable laws, the Corporation's activities and affairs shall be managed by, and all corporate powers shall be exercised under the direction of, the Board.

Section 5.2 Specific Powers. Without prejudice to the general powers set forth in Section 5.1 of these Bylaws, but subject to the same limitations, the directors shall have the power to:

- (a) Appoint and remove, all the Corporation's officers, agents, and employees; prescribe powers and duties for them that are consistent with applicable law, the Corporation's Articles of Incorporation, and these Bylaws; and fix their compensation and require from them security for faithful performance of their duties;
- (b) Change the Corporation's principal office or principal business office in California from one location to another;
- (c) Borrow money and incur indebtedness on behalf of the Corporation, and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation, and other evidences of debt and securities; and
- (d) Construct, operate, maintain, improve, buy, sell, convey, assign, mortgage or lease any real estate and personal property necessary and incident to the provision of housing and related services substantially for the benefit of very low-, low-, and moderate-income persons.

Section 5.3 Authorized Number of Directors. The authorized number of directors shall be seven (7).

Section 5.4 Compensation and Reimbursement of Directors. The directors shall serve without compensation, although they may be reimbursed for their expenditures on behalf of the Corporation.

Section 5.5 Restriction on Interested Persons as Directors. No more than forty-nine percent (49%) of the persons serving on the Board may be "interested persons." An "interested person" is (a) any person compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise and/or (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. Any violation of the provisions of this Section 5.5 shall not affect the enforceability of any transaction entered into by the Corporation.

Section 5.6 Appointment, Term of Office and Qualification of Directors.

The directors of the Corporation shall consist of the members of the Board of Commissioners of the Housing Authority. Each director shall hold office until his or her successor is appointed.

Section 5.7 Resignations of Directors. Except as provided below, any director may resign by giving written notice to the President or Secretary of the Corporation. The resignation shall be effective when the notice is given or at any later time specified in the notice. Except on notice to the Attorney General of California, no director may resign if the Corporation would be left without a duly appointed director.

Section 5.8 Vacancies; Removal of Directors. Vacancies occurring on the Board of Directors due to death, removal or resignation of any director shall be filled by appointment made by the Board of Commissioners of the Housing Authority. Directors appointed by the Board of

Commissioners of the Housing Authority may be removed by the Board of Commissioners of the Housing Authority with or without cause.

Section 5.9 Meetings of the Board and Compliance with the Ralph M. Brown Act. Each Director shall be given a copy of the Ralph M. Brown Act upon being elected to the Board.¹ The Ralph M. Brown Act shall apply to meetings of the Board, and any committee of the Board.² Meeting” includes any congregation of a majority of the members of the Board at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the Board.³

(a) Record of Proceedings. Any person attending an open and public meeting of the Board shall have the right to record the proceedings with an audio or video tape recorder or a still or motion picture camera in the absence of a reasonable finding by the Board that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute a persistent disruption of the proceedings. Any tape or film record of an open and public meeting made for whatever purpose by or at the direction of the Board shall be subject to inspection pursuant to the California Public Records Act, but notwithstanding, may be erased or destroyed thirty (30) days after the taping or recording. Any inspection of the video or tape recording shall be provided without charge on a video or tape player made available by the Board.⁴

(b) Agenda to Be Posted. At least seventy-two (72) hours before a regular meeting the Board shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including the items to be discussed in closed session.⁵ The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to the members of the public.⁶ The Agenda shall provide an opportunity for members of the public to directly address the Board on any item of interest to the public, before or during the Board’s consideration of such item that is within the subject matter jurisdiction of the Board.⁷

(c) Action on Other Matters. No action or discussion shall be undertaken by the Board on any item not appearing on the posted agenda, except that members of the Board may respond briefly to statements made or questions posed by persons present. In limited circumstances, the Board may take action on items of business not appearing on the agenda, but only if one of the following conditions exists:

(1) Upon a determination by a majority vote of the Board that an emergency situation exists; or

¹ Government Code §54952.7.

² Government Code §54952(c)(1)(B).

³ Government Code §54952.2.

⁴ Government Code §54953.5.

⁵ Government Code §54954.5.

⁶ Government Code §54954.2.

⁷ Government Code §54954.3.

(2) Upon a determination by two-thirds vote of the Board that there is a need to take immediate action and that the need for action came to the attention of the Board after the agenda had been posted; or

(3) The item presented for action was posted for a prior meeting of the Board which occurred not more than five calendar days prior to the date of the proposed action and the action item was continued to the meeting at which action is being taken.⁸

Section 5.10 Special Meetings. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the President, or if he or she is absent or unable or refuses to act, by a majority of the members of the Board.⁹ Written notice of the time and place of all special meetings of the Board of Directors shall be delivered personally or by any other means and shall be received by each Director, and each local newspaper of general circulation, radio or television station requesting notice in writing at least twenty-four (24) hours before the meeting.¹⁰ Written notice of any special meeting which is set at least one week prior to the date set for the meeting shall be mailed at least one week prior to the date set for the meeting to any person who has filed a written request for that notice.¹¹ Every notice for a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the notice for the meeting before or during consideration for that item.¹² The calling of the special meeting and the notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to members of the public.¹³

Section 5.11 Emergency Meetings. In cases of an emergency, the Board may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement provided that each local newspaper of general circulation and radio or television station which has requested notice of special meetings is notified by telephone at least one hour prior to the emergency meeting. An emergency includes a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the Board. Notwithstanding the foregoing, in cases of a dire emergency situation, the Board may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement provided that each local newspaper of general circulation and radio or television station which has requested notice of special meetings is notified by telephone at or near the time that the members of the Board are notified of the emergency meeting. A dire emergency is a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting under this

⁸ Government Code §54954.2.

⁹ Government Code §54956.

¹⁰ Government Code §54956.

¹¹ Government Code §54954.1.

¹² Government Code §54954.3.

¹³ Government Code §54956.

section may endanger the public health, safety, or both, as determined by the Board. The Board shall not meet in closed session at a meeting called pursuant to this section.¹⁴

Section 5.12 Waiver of Notice. Notice of the meeting need not be given to any Director who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to such Director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 5.13 Continued Meeting and Notice of Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of the adjournment. A copy of the order of adjournment or order of continuance shall be conspicuously posted on or near the door of the meeting location within twenty-four (24) hours after the time of the adjournment, except that if the hearing is continued to a time less than twenty-four (24) hours after the time specified in the order or notice of hearing, the copy of the order or notice of continuance shall be posted immediately.¹⁵ When a regular or adjourned regular meeting is adjourned, the resulting adjourned regular meeting is a regular meeting for all purposes.¹⁶

Section 5.14 Action at Meeting. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 5.15 Disclosure of Items to be Discussed in Closed Session. Prior to holding any closed session, the Board shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosure may take the form of a reference to the item or items as said items are listed by number or letter on the agenda. In the closed session, the Board may consider only those matters covered in the statement. After any closed session, the Board shall reconvene into open session prior to adjournment and shall make any disclosures required by Government Code Section 54957.1, or any successor section of action, taken in the closed session.¹⁷

Section 5.16 Notice. Notice of regular and special meetings shall be given to the directors not less than four (4) days prior to the meeting if delivered by first class mail or not less than twenty-four (24) hours prior to the meeting if the notice is delivered personally or by telephone or electronic mail. The notice shall state the date and time of the meeting and the place of the meeting if it is other than the principal office of the Corporation.

¹⁴ Government Code §54956.5.

¹⁵ Government Code §§54955, 54955.1.

¹⁶ Government Code §54955.

¹⁷ Government Code §54957.7.

Section 5.17 Waiver of Notice to Directors. Notice of a meeting need not be given to any director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any director who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to him or her.

Section 5.18 Quorum; Action by Majority. A majority of the directors currently on the Board shall constitute a quorum for the transaction of business, except to adjourn. Every action taken or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be the act of the Board.

Section 5.19 Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of any adjournment to another time and place shall be given in accordance with the requirements of this Section 5.

Section 5.20 Committees of Directors. The Board may, by resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two (2) or more directors, to serve at the pleasure of the Board. Appointments to such committees shall be by majority vote of the directors then in office. Any committee, to the extent provided in the Board's designating resolution, shall have all the authority of the Board, except that no committee, regardless of Board resolution, may:

- (a) Fill vacancies on the Board or on any committee;
- (b) Fix compensation of directors for serving on the Board or any committee;
- (c) Amend or repeal these Bylaws;
- (d) Amend or repeal any resolution of the Board which is not by its express terms so amendable or repealable;
- (e) Appoint any other committees of the Board or the members of these committees.
- (f) Spend corporate funds to support a nominee for director after there are more people nominated for director than can be elected.
- (g) Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Corporations Code §5233(d)(3) of the California Corporations Code and otherwise in compliance with applicable state and federal law.

Section 5.16 Committee Meetings. Meetings and actions of committees shall be governed by and held and taken in accordance with the provisions of this Article V concerning meetings of directors, with such changes in the context of such Bylaws as are necessary to substitute the committee and its members for the Board and its members. Minutes shall be kept of each meeting of any

committee and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee not inconsistent with the provisions of these Bylaws concerning meetings of directors.

Section 5.17 Self-Dealing Transactions. Except as specifically provided below, the Board shall not approve a self-dealing transaction. A self-dealing transaction is one in which the Corporation is a party and in which one or more of the directors has a material financial interest, or a transaction between this Corporation and any entity in which one or more of its directors has a material financial interest. The Board may approve a self-dealing transaction if a majority of the Board, not including the self-interested director, determines that the transaction is fair and reasonable to this Corporation and, after reasonable investigation under the circumstances, determines that it could not have secured a more advantageous arrangement with reasonable effort under the circumstances.

Article VI

OFFICERS

Section 6.1 Officers of the Corporation. The officers of the Corporation shall be a President, a Vice-President, a Secretary, and a Chief Financial Officer. The Corporation may also have, at the Board's discretion, additional Vice Presidents, one (1) or more assistant secretaries, and/or one (1) or more assistant financial officers. Any number of offices may be held by the same person, except that neither the Secretary may serve concurrently as the President.

Section 6.2 Election of Officers. The officers of the Corporation shall be chosen annually by the Board and shall serve at the pleasure of the Board.

Section 6.3 Other Officers. The Board may appoint or may authorize the President, or any other officer, to appoint any other officers that the Corporation may require. Each officer so appointed shall have the title, hold office for the period, have the authority, and perform the duties specified in the Bylaws or determined by the Board.

Section 6.4 Removal of Officers. Any officer may be removed with or without cause by the Board, and if the officer was appointed by an officer, by the officer who appointed him or her.

Section 6.5 Resignation of Officers. Any officer may resign at any time by giving written notice to the President or Secretary of the Corporation. The resignation shall take effect as of the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation as an officer shall not affect the resigning officer's position as a director of the Corporation.

Section 6.6 Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office. Vacancies may be filled as they occur.

Section 6.7 Reimbursement of Expenses. The Corporation may provide reimbursement for expenditures on behalf of the Corporation by its officers.

Section 6.8 President. The President shall be the Chief Executive Officer of the Corporation, shall preside at meetings of the Board and shall exercise and perform such other powers and duties as may from time to time be assigned to the President by the Board. Subject to the control of the Board, the President shall be the general manager of the Corporation and shall supervise and direct the Corporation's activities, affairs, and officers.

Section 6.9 Vice Presidents. If the President is absent or disabled, the Vice President shall perform all duties of the President. If there is more than one Vice President, the Vice President to perform such duties shall be chosen in order of his or her rank as fixed by the Board, or if, if the Vice Presidents are not ranked, be designation of the Board. When so acting, a Vice President shall have all powers of and be subject to all restrictions on the President. The Vice President(s) shall have such other powers and perform such other duties as the Board or these Bylaws may prescribe.

Section 6.10 Secretary. The Secretary of the Corporation shall have the following duties:

- (a) The Secretary shall keep or cause to be kept, at the Corporation's principal office, or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of the meetings shall include the time and place that each meeting was held, whether the meeting was annual, regular, or special, and, if special, how authorized and the notice given.
- (b) The Secretary shall keep or cause to be kept, at the Corporation's principal office, a copy of the Corporation's Articles of Incorporation and these Bylaws, as amended to date.
- (c) The Secretary shall give or cause to be given notice of all meetings of the Board and of committees of the Board required by these Bylaws to be given. The Secretary shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

Section 6.11 Chief Financial Officer. The Chief Financial Officer shall have the following duties:

- (a) The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's funds, properties and transactions. The Chief Financial Officer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these Bylaws, or the Board. The books of account shall be open to inspection by any director at all reasonable times during the business hours of the Corporation.
- (b) The Chief Financial Officer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate, shall disburse the Corporation's funds as the Board may order, shall render to the President and the Board, when requested, an

account of all transactions and of the financial condition of the Corporation, and shall have other powers and perform such other duties as the Board or the Bylaws may prescribe.

Article VII

CONFLICT OF INTEREST POLICY

Section 7.1 Purpose. The purpose of the Conflict of Interest Policy (the “Policy”) is to protect the Corporation’s interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 7.2 Definitions.

(a) “Interested Person” Any director or principal officer, who has a direct or indirect financial interest, as defined below, is an interested person.

(b) “Financial Interest” A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

(1) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement;

(2) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement; or

(3) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 7.3(b) of this Article, a person who has a financial interest may have a conflict of interest only if the Board decides that a conflict of interest exists.

Section 7.3 Procedures.

(a) Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board Members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest.

(1) An interested person may make a presentation at the meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(2) The Chairperson of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(3) After exercising due diligence, the Board shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(4) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors, whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, the Board shall make its decision as to whether to enter into the transaction or arrangement.

Section 7.4 Violations of the Conflicts of Interest Policy.

(a) If the Board has reasonable cause to believe a director or principal officer has failed to disclose actual or possible conflicts of interest, it shall inform the director or principal officer of the basis for such belief and afford the director or principal officer an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the director's or principal officer's response and after making further investigation as warranted by the circumstances, the Board determines the director or principal officer has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

(c) Records of Proceedings. The minutes of the Board shall contain:

(1) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.

(2) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 7.5 Compensation. A voting member of the Board or a principal officer who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation. Provided that, no voting member of the Board or principal officer or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Section 7.6 Annual Statements. Each director or principal officer shall annually sign a statement which affirms such person:

- (a) Has received a copy of the conflicts of interest policy;
- (b) Has read and understands the policy;
- (c) Has agreed to comply with the policy; and
- (d) Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7.7 Periodic Reviews. To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- (b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.

Section 7.8 Use of Outside Experts. When conducting the periodic reviews as provided for in this 0, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

SECTION VIII

CORPORATE RECORDS AND REPORTS

Section 8.1 Maintenance of Corporate Records. The Corporation shall keep at its principal office in the State of California:

(a) Agendas and Minutes of all meetings of Directors and committees of the Board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof.

(b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses.

(c) A copy of the Corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the Directors of the Corporation at all reasonable times during office hours.

Section 8.2 Director's Inspection Rights. Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation.

Section 8.3 Public Records Act. The agendas of public meetings and any other writings, when distributed to all, or a majority of the Directors in connection with a matter subject to discussion or consideration at a public meeting are disclosable public records under the California Public Records Act and shall be made available upon request without delay, unless exempted from disclosure under the Public Records Act.¹⁸

Section 8.4 Right to Copy and Make Extracts. Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

Section 8.5 Annual Report. The Board shall cause an annual report to be furnished not later than one hundred twenty (120) days after the close of the Corporation's fiscal year to all Directors of the Corporation, which report shall comply with §6321 of the California Nonprofit Public Benefit Corporation Law and in particular without limitation shall contain the following information in appropriate detail:

(a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year.

(b) The principal changes in assets and liabilities, including trust funds, during the fiscal year.

(c) The revenue or receipts of the Corporation, both restricted and unrestricted for particular purposes, for the fiscal year.

(d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year.

¹⁸ Government Code §54957.5.

(e) Any information required by Section 6 of this Article VIII.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

Section 8.6 Annual Statement of Specific Transactions. This Corporation shall mail or deliver to all Directors a statement within one hundred twenty (120) days after the close of its fiscal year which briefly describes the amount and circumstances of any transaction in which the Corporation was a party, and in which any Director or officer of the Corporation had a direct or indirect material financial interest (a mere common directorship does not constitute (in and of itself) a material financial interest).

Any statement required by this Section shall briefly describe the names of the interested persons involved in such transactions, stating each person's relationship to the Corporation, the nature of such person's interest in the transaction and, where practical, the amount of such interest; provided, that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

Article IX

MISCELLANEOUS

Section 9.1 Fiscal Year. The fiscal year of this Corporation shall end each year on June 30.

Section 9.2 Contracts. All contracts entered into on behalf of the Corporation shall be authorized by resolution of the Board, or in the case of contracts for less than One Hundred Thousand Dollars (\$100,000), by the President of the Corporation. The Board of Directors, except as these Bylaws otherwise provide, may authorize any officer of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to a specific instance; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit, or render it liable for any purpose or for any amount.

Section 9.3 Execution of Checks. Except as otherwise provided by law, every check, draft, promissory note, money order, or other evidence of indebtedness of the Corporation shall be signed by such individuals as are authorized by resolution of the Board.

Section 9.4 Indemnification. The Corporation shall indemnify its directors, officers, employees, and agents, including persons formerly occupying any such position, to the fullest extent permitted by law against all expenses, judgments, fines and other amounts actually and reasonably incurred by them in connection with any threatened, pending or completed action or proceeding, whether it is civil, criminal, administrative or investigative. In all cases where indemnification is sought, the Corporation shall be subject to the restrictions and requirements contained in Section 5238 of the California Corporations Code.

Section 9.5 Insurance. The Board may adopt a resolution authorizing the purchase of insurance on behalf of any director, officer, employee or agent of the Corporation against any liability asserted against or incurred by the director, officer, employee or agent in such capacity or arising out of the director's, officer's, employee's or agent's status as such, whether or not this Corporation would have the power to indemnify the director, officer, employee, or agent against that liability under law, to the extent such insurance is commercially available and it is economically feasible for the Corporation to purchase.

Section 9.6 Amendment of Bylaws. The Bylaws may be amended or repealed and new Bylaws adopted by the vote of a majority of the directors of the Board except that Sections 4.1, 5.6, 5.8, and this Section 7.8 may only be amended with approval of the Board of Commissioners of the Housing Authority. Such amended or newly adopted Bylaws shall take effect immediately.

MEMORANDUM

TO: Board of Directors
FROM: Zulieka Boykin, Executive Director
RE: **Resolution MDC-249 – Approval of Project Homekey
Electrical Contract; Ratification of Prior Awards; and
Approval of Plans and Specifications**
DATE: October 24, 2025



The Housing Authority of the County of Monterey Development Corporation issued RFP No. HACM-2025-07 on June 24, 2025, seeking proposals for electrical work at the Casa de Esperanza site, formerly the Days Inn Motel located at 1130 Broadway Street in King City. Three proposals were received from HZ Electric, Precision Construction, and El Camino Electrical, Inc. After review, El Camino Electrical, Inc. was determined to be the highest-scoring and most responsive proposer with a bid of \$454,660.37. The contract will be funded through Homekey grant sources administered by the California Department of Housing and Community Development (HCD) and the Central California Alliance for Health (CAAH).

Resolution MDC-249 is submitted for Board approval to authorize execution of the electrical services contract for the Casa de Esperanza Project. The resolution also ratifies prior actions related to project contract awards and reaffirms approval of the project's plans and specifications. Staff recommend approval based on the outcome of the formal procurement process and the demonstrated qualifications of the selected contractor. Adoption of this resolution will allow the project to continue moving forward.

RESOLUTION MDC249

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTEREY COUNTY HOUSING AUTHORITY DEVELOPMENT CORPORATION AWARDING A CONTRACT TO EL CAMINO ELECTRICAL, INC.; RATIFYING AWARD OF CONTRACTS; AND APPROVING THE PROJECT PLANS AND SPECIFICATIONS

WHEREAS, the Housing Authority of the County of Monterey (“Housing Authority”) has undertaken the King City Homekey Project, also known as Casa de Esperanza, pursuant to which the Monterey County Housing Authority Development Corporation (“HDC”) will be renovating the Days Inn Motel, located at 1130 Broadway Street, King City, CA to serve as affordable housing for individuals currently experiencing homelessness (“Project”); and

WHEREAS, HDC intends to act as General Contractor for the Project; and

WHEREAS, the Project is more particularly described in the plans and specifications for the Project which are located at HDC’s offices at 303 Front Street, #107, Salinas, CA 93901 (“Plans and Specifications”); and

WHEREAS, the Housing Authority issued Requests for Proposals, no. HACM-2025-07 on or about June 24, 2025 (“RFP”) seeking proposals to provide electrical services for the Project; and

WHEREAS, El Camino Electrical, Inc. responded to the RFP; and

WHEREAS, two other proposals were received in response to the RFP, from HZ Electric, INC and Precision Construction & Property Damage Mitigation Inc (“Precision Construction”), respectively; and

WHEREAS, HZ Electric, INC had the lowest proposal at \$376,850.00, but failed to account for prevailing wage requirements in its proposal such that its proposal was nonresponsive to the requirements of the RFP and understated actual costs that would be incurred; and

WHEREAS, El Camino Electric, Inc. proposed to perform the electrical services for a total sum of \$454,660.37; and

WHEREAS, Precision Construction’s proposal was higher than El Camino Electric, Inc.; and

WHEREAS, El Camino Electric, Inc. scored highest in the Housing Authority’s scoring matrix; and

WHEREAS, HDC staff reviewed all three proposals, and recommends that HDC award work on the electrical services to El Camino Electric, Inc.; and

WHEREAS, the Housing Authority's counsel has prepared a draft contract to enter into with El Camino Electric, Inc. for the electrical services, which is attached hereto as **Exhibit A** and incorporated herein by reference ("Electrical Services Contract"); and

WHEREAS, at its Board Meeting on September 22, 2025, the Housing Authority previously determined the Project is exempt from CEQA through approval of Housing Authority Resolution **MDC249**; and

WHEREAS, at its Board Meeting on September 22, 2025, the Housing Authority also adopted the resolutions which stated that the Housing Authority would serve as General Contractor, and which approved the award of contracts to (1) Precision Construction; (2) Elite Glass Company; (3) Quality Plumbing Associates; and (4) Enviro-Temp, Inc. through Housing Authority Resolution **MDC249**, and approved the Plans and Specifications for the Project; and

WHEREAS, staff subsequently determined that HDC should serve as General Contractor, and enter into agreements relating to the Project, rather than the Housing Authority.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MONTEREY COUNTY HOUSING AUTHORITY DEVELOPMENT CORPORATION DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The Board accepts the proposal of El Camino Electric, Inc. in the total sum of \$454,660.37, and awards to El Camino Electric, Inc. the contract for performance of electrical services, in accordance with the previously approved Plans and Specifications, in the amount of \$454,660.37.

SECTION 3. The Board approves and authorizes the HDC Chief Executive Officer to negotiate and execute an agreement with El Camino Electric, Inc. in substantially the form of the Exhibit A in the amount of \$454,660.37, plus a five percent adjustment for any final negotiations with El Camino Electric, Inc. or such other amount agreed. The HDC Chief Executive Officer is further authorized to issue change orders up to 5% of the contract sum relating to performance of the electrical services.

SECTION 4. Approval of the agreement with El Camino Electric, Inc. does not alter the Project for purposes of CEQA. The Project is exempt from CEQA as

the Housing Authority Board previously determined for the reasons stated in Housing Authority Resolution **MDC249**.

SECTION 5. The Board concurs with and ratifies Housing Authority Resolutions **MDC249**. The HDC Chief Executive Officer is authorized, prospectively and retrospectively, to negotiate and execute the agreements described therein with (1) Precision Construction; (2) Elite Glass Company; (3) Quality Plumbing Associates; and (4) Enviro-Temp, Inc. pursuant to the terms and conditions of Resolutions **MDC249**.

SECTION 6. The Board hereby approves the Plans and Specifications for the Project on file at HDC's offices at 303 Front Street, #107, Salinas, CA 93901.

SECTION 7. The Clerk of the Board shall certify to the adoption of this Resolution, which, shall in turn, have immediate effect.

PASSED, APPROVED, and ADOPTED this day of 2025.

Yuri Anderson, Chair

ATTEST:

Gabriela Rivero
Clerk of the Board

APPROVED AS TO FORM:

Mary Wagner
General Counsel
STATE OF CALIFORNIA
COUNTY OF MONTEREY

}
} ss.

HOUSING AUTHORITY OF THE COUNTY OF MONTEREY }

I, Gabriela Rivero, Clerk of the Board, do hereby certify that the foregoing Resolution No. 25-xx was adopted at a regular meeting of the Board of Directors of the Monterey County Housing Authority Development Corporation held on the 27th day of October 2025, by the following vote of the Board:

AYES: Directors:

NOES: Directors:

ABSTAIN: Directors:

ABSENT: Directors:

Gabriela Rivero
Clerk of the Board

EXHIBIT A

**CONTRACT FOR ELECTRICAL SERVICES
BY AND BETWEEN
MONTEREY COUNTY HOUSING AUTHORITY DEVELOPMENT CORPORATION
AND EL CAMINO ELECTRIC, INC.**

This CONTRACT FOR ELECTRICAL SERVICES (“Contract” or “Agreement”) is made on _____ (“Effective Date”) by and between the Monterey County Housing Authority Development Corporation, a nonprofit public benefit corporation (“OWNER”) and El Camino Electric, Inc., a California Corporation. (“CONTRACTOR”). OWNER and CONTRACTOR are each a “Party” and are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, OWNER is undertaking the King City Home Key project, which involves the renovation of the Days Inn located on a 1 acre parcel in King City. (“Project.”) The two story facility is slated for conversion into 45 studio units aimed at providing stable, affordable housing for individuals currently experiencing homelessness along the Salinas River encampments;

WHEREAS, OWNER is relying on grant funding from California Department of Housing and Community Development (“HCD”), and the Central California Alliance for Health (“CCAH”) to perform work at Days Inn;

WHEREAS, OWNER is acting as General Contractor for the Project;

WHEREAS, the following services, in summary, are needed for the Project:

- Install new GFI smoke alarms
- Replace wiring
- Provide electrical service to new kitchenettes
- Replace light fixtures
- Inspect electrical panel to ensure adequate capacity and replace if needed
- Install new exterior lighting, decorative lighting, and monumental signs
- Remove power sources leading to the existing pool.

WHEREAS, OWNER issued Request for Proposal, No. HACM-2025-07 on or about June 24, 2025 (“RFP”) seeking proposals for the aforementioned services;

WHEREAS, CONTRACTOR is qualified to perform such services;

WHEREAS, CONTRACTOR submitted an estimate on September 17, 2025 in response to the RFP (“Proposal”); and

WHEREAS, CONTRACTOR was the successful proposer in connection with OWNER’s RFP with respect to the aforementioned services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. RECITALS. The above recitals are true and correct, and are part of this Contract.

2. DESCRIPTION OF SERVICES. CONTRACTOR shall furnish all labor, material and equipment as outlined and specified in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference (collectively, "Service" or "Services" also referred to as the "Work").

2.1 CONTRACTOR shall comply with all applicable codes, laws, or regulations.

2.2 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Contract and CONTRACTOR agrees it can properly perform this work;

2.3 Acceptance by OWNER of CONTRACTOR's work does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Contract.

2.4 CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Contract and to fully and adequately provide all services. CONTRACTOR understands and agrees that OWNER is relying upon this representation. CONTRACTOR shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR further represents and warrants to OWNER that it has all licenses, permits, qualifications and approvals of whatever nature that are legally required to practice its profession. CONTRACTOR further represents that it shall keep all such licenses and approvals in effect during the Term of this Contract.

3. PERIOD OF PERFORMANCE.

3.1 Term. The term of this Contract shall commence on the Effective Date and continue until such a time as mutually agreed by the parties in writing, unless earlier terminated pursuant to section 14 below ("Term").

3.2 Preconstruction Services. CONTRACTOR, upon the effective date, is expected to begin performing the obligations in the Scope of Services, which is attached as Exhibit A. Before receiving a Notice to Proceed, CONTRACTOR will generally assist with preparation and planning for the Project, including consulting with OWNER's asbestos abatement contractor as needed, and completing logistical and preparatory tasks. During this time, CONTRACTOR will also prepare and submit the Schedule of Values discussed in Exhibit G, which will be used for measurement and payment. CONTRACTOR will also perform any planning and investigation work required prior to commencing work to protect underground facilities.

3.3 CONTRACTOR understands and agrees that there is other work to be performed on site not contemplated in this Contract, and that the components of the overall Project contemplated under this Contract will need to be scheduled at an appropriate time in OWNER's

sole discretion that accommodates this and other factors. OWNER will issue Notices to Proceed with specific categories of work at an appropriate time within the scope of the overall Project as described in the Scope of Services attached hereto as Exhibit A.

3.4 The Contract Time for completion of specified project categories is provided in Exhibit B.

4. COMPENSATION/PAYMENT.

4.1 OWNER will compensate CONTRACTOR for all services rendered, products provided and costs and expenses incurred for the Service as provided pursuant to this Contract. Payment shall be made consistent with the measurement and payment procedures provided in Exhibit G.

4.2 The maximum total amount of compensation paid to the CONTRACTOR by OWNER pursuant to this Contract shall not exceed the maximum total sum of four hundred fifty four thousand six hundred sixty dollars, thirty seven cents (\$454,660.37), including any expenses ("Maximum Contract Amount" or "Contract Sum").

4.3 OWNER is not responsible for any fees or costs above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products, unless agreed to by OWNER in writing.

4.4 CONTRACTOR shall submit applications for payment to OWNER in accordance with Exhibit G attached hereto. OWNER shall process applications for payment consistent with Exhibit G.

4.5 No payroll or employment taxes of any kind will be withheld or paid by OWNER on behalf of CONTRACTOR. OWNER will not treat CONTRACTOR as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. CONTRACTOR understands and agrees that it is CONTRACTOR's sole responsibility to pay all taxes required by law, including self-employment social security tax. OWNER will issue an IRS 1099 Form, or other appropriate tax reporting document, to CONTRACTOR for the Contract Services.

5. ADDITIONAL SERVICES. CONTRACTOR shall not perform any additional services or incur additional expenses, outside of this Contract, without first receiving the express written consent to proceed from OWNER in the form of an amendment to this Contract.

6. AMENDMENTS TO CONTRACT. Any amendments or modifications to this Contract shall require the prior written approval of the OWNER Board of Directors, unless such amendment or modification is within the delegated authority of the OWNER's CEO as authorized by the OWNER Board of Directors. Such changes shall be mutually agreed upon by and between OWNER and CONTRACTOR and shall be incorporated in written amendments to this Contract. Any requested changes to the Contract Sum or Contract Time will be made solely pursuant to the procedures set forth in, and subject to the limitations provided in, Exhibit H ("Modifications").

7. INSPECTION OF SERVICES. All performances under this Contract shall be subject to inspection by OWNER. CONTRACTOR shall provide adequate cooperation to OWNER representative to permit him/her to determine CONTRACTOR's conformity with the terms of this Contract. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Contract or the RFP, or applicable codes, regulations, laws, or requirements of any permit or inspector, OWNER shall have the right to require CONTRACTOR to perform the services or provide the products in conformance with the foregoing at no additional cost to OWNER. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, OWNER shall have the right to: (1) require CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of this Contract; and/or (2) if applicable, reduce the Contract price to reflect the reduced value of the services performed or products provided. OWNER may also terminate this Contract for default and charge to CONTRACTOR any costs incurred by OWNER because of CONTRACTOR's failure to perform.

CONTRACTOR shall establish adequate procedures for self-monitoring to ensure proper performance under this Contract; and shall permit an OWNER representative to monitor, assess or evaluate CONTRACTOR's performance under this Contract at any time upon reasonable notice to CONTRACTOR.

8. INDEPENDENT CONTRACTOR.

CONTRACTOR shall act as an independent contractor performing work under the Contract, maintaining complete control over its employees and all of its Subcontractors.¹ CONTRACTOR shall perform all work in an orderly, timely, and workmanlike manner. CONTRACTOR shall also enforce strict discipline, satisfactory conduct and order among its employees and Subcontractors.

Before starting work, CONTRACTOR shall designate in writing its authorized representative who shall have the authority to represent and act for CONTRACTOR. The CONTRACTOR's authorized representative shall be supported by competent assistants, as necessary, and the authorized representative and his/her assistants shall be satisfactory to OWNER. CONTRACTOR shall provide a clear, written definition of the scope of the authorized representative's and assistant(s') authority to act for CONTRACTOR, and shall specify any and all limitations on such authority. The authorized representative shall be present or be duly represented at the site of work at all times when work is actually in progress. During periods when work is suspended, arrangements acceptable to OWNER shall be made for any emergency work which may be required. OWNER reserves the right to have the authorized representative removed from the Project and replaced with another person who is acceptable to OWNER. All requirements, instructions, and other communications given to the authorized representative by OWNER shall be as binding as if given to CONTRACTOR. Before starting work, CONTRACTOR shall give the OWNER a written list of the addresses and telephone numbers

¹ A "Subcontractor" as used herein means a person or entity that has a direct contract with CONTRACTOR to perform a portion of the Work at the Site. The term Subcontractor does not include a separate contractor or subcontractors of a separate contractor.

where the CONTRACTOR's authorized representative and assistants, including the project manager, project superintendent, and foremen, can be reached during hours when the work is not in progress.

CONTRACTOR shall employ only competent workers in numbers sufficient to complete the work within the time limits specified or required to meet approved construction schedules. Each machine or unit of equipment shall be operated by a person competent in handling the particular machine or equipment in use, at a speed or rate of production not to exceed that recommended by the manufacturer.

When required by OWNER, CONTRACTOR shall remove from the work any person who commits trespass, or is, in the opinion of OWNER, incompetent or acts in a disorderly, insubordinate, or otherwise objectionable manner. OWNER's policy is zero tolerance for any person who acts in a dangerous or threatening manner to any persons participating in the work, or is under the influence of alcohol or illegal drugs. OWNER will remove or require the immediate removal of all persons who demonstrate such behavior and may be grounds to find CONTRACTOR in breach of contract. Such removal or termination shall not be the basis of any claim against OWNER, or any of its officers or representatives. However, nothing contained in this section shall be used to shift the responsibility for supervision of CONTRACTOR's employees or Subcontractors from CONTRACTOR to OWNER or to require OWNER to take any action with regard to any employee of CONTRACTOR or its Subcontractors.

CONTRACTOR shall maintain labor relations in such manner and by such methods as will provide for harmony among workers. CONTRACTOR shall assure that its Subcontractors of all tiers comply with the provisions set forth in this Section. Failure of the CONTRACTOR or any of its Subcontractors at any tier to comply with these provisions shall be considered as grounds for termination of the Contract.

9. SUBCONTRACT FOR WORK OR SERVICES. No contract shall be made by CONTRACTOR with any other party for furnishing any of the work or services under this Contract without the prior written approval of OWNER; but this provision shall not require the approval of contracts of employment between CONTRACTOR and personnel assigned under this Contract, or for Parties agreed to under this Contract.

10. NO EXCLUSIVITY. This is not an exclusive agreement, and CONTRACTOR acknowledges that nothing in this Contract will be deemed to create any exclusivity for the benefit of CONTRACTOR, or otherwise waive, limit, or impair OWNER's ability to contract with other third-parties providing the same or similar services as provided by the CONTRACTOR pursuant to this Contract.

11. INDEMNIFICATION.

11.1 Indemnification. CONTRACTOR shall indemnify, defend (using counsel of Indemnatee's choice), and hold harmless OWNER, its employees, agents, directors, officers, Board of Directors, elected and appointed officials, and representatives, the Housing Authority of the County of Monterey, and its employees, officers, commissioners, elected and appointed officials, agents and representatives, and other contractors working on the Project (each referred

to hereafter individually as an “Indemnitee” and collectively as “Indemnites”) from any liability whatsoever, based or asserted upon any act, omission, or services of CONTRACTOR, its officers, employees, Subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death (OWNER employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of CONTRACTOR, its officers, employees, Subcontractors, independent contractors, agents or representatives under this Contract, except to the extent caused by the gross negligence or willful misconduct of an Indemnitee. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnites in any claim or legal action based upon such alleged acts or omissions. The specified insurance limits required in this Contract shall in no way limit or circumscribe CONTRACTOR’s obligations to indemnify and hold harmless the Indemnites herein from third party claims.

OWNER does not, and shall not, waive any rights that it may possess against CONTRACTOR because of acceptance by OWNER, or the deposit with OWNER, of any insurance policy or certificate required pursuant to this Contract. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. The indemnity obligations of CONTRACTOR contained in this Contract shall survive the termination and expiration of this Contract.

11.2 Intellectual Property. In addition to the general indemnification included in section 11.1, CONTRACTOR agrees to the following.

11.2.1 Patent, Copyright and Trade Secret Indemnity.

- (a) CONTRACTOR shall indemnify and hold Indemnites harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this Agreement.
- (b) CONTRACTOR, at its own expense, shall defend any action brought against any Indemnitee to the extent that such action is based upon a claim that the equipment, parts, or software supplied by CONTRACTOR or the operation of equipment, or parts pursuant to a current version of CONTRACTOR supplied operating software infringes a patent or copyright or violates a trade secret. CONTRACTOR shall pay those costs and damages finally awarded against any Indemnitee in any such action. Such defense and payment shall be conditioned on the following:

- (i) That CONTRACTOR shall be notified within a reasonable time in writing by OWNER of any notice of such claim; and

- (ii) That CONTRACTOR shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, OWNER shall have the option to participate in such action at its own expense.
- (c) Should the equipment, parts, or software, or the operation thereof, become, or in CONTRACTOR's opinion are likely to become, the subject of a claim of infringement of a patent or copyright or a trade secret, OWNER shall permit CONTRACTOR at its option and expense either to procure for OWNER the right to continue using the equipment, parts, or software, or to replace or modify the same so that they become non infringing. If none of these options can reasonably be taken, or if the use of such equipment, parts, or software by OWNER shall be prevented by injunction, CONTRACTOR agrees to take back such equipment, parts, or software and make every reasonable effort to assist OWNER in procuring substitute equipment, parts, or software. If, in the sole opinion of OWNER, the return of such infringing equipment, parts, or software makes the retention of other equipment, parts, or software acquired from CONTRACTOR under the Agreement impractical, OWNER shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge. CONTRACTOR agrees to take back such equipment, parts, or software and refund any sums OWNER has paid CONTRACTOR less any reasonable amount for use or damage.
- (d) CONTRACTOR certifies that it has appropriate systems and controls in place to ensure that OWNER funds will not be used in the performance of the work for the acquisition, operation or maintenance of computer software in violation of copyright laws.

11.3 CONTRACTOR's Liability For Injury To Persons Or Damage To Property, Goods To Be Installed.

11.3.1 CONTRACTOR shall be liable for damages arising out of injury to the person and/or damage to OWNER property, OWNER employees, persons designated by OWNER for training, or any other person(s) other than CONTRACTOR's agents or employees, designated by OWNER for any purpose prior to, during, or subsequent to delivery, installation, acceptance, and use of the items installed pursuant to this Contract either at CONTRACTOR's site, OWNER's place of business, or the Project site, provided that the injury or damage was caused by CONTRACTOR's fault or negligence.

11.3.2 Goods procured and supplied by CONTRACTOR pursuant to this Contract, including without limitation lights, wires, and power panels ("Goods"), shall be timely delivered F.O.B. to the place of

destination - Days Inn. All risk of loss, and liability with respect to the Goods shall remain with CONTRACTOR until the Goods are installed pursuant to this Contract and have been inspected and accepted by OWNER. This paragraph shall apply regardless of whether any Goods are temporarily stored in any OWNER facility before installation at Days Inn, unless and until agreement is otherwise reached consistent with Exhibit G, Article 1.04, paragraph D.

12. INSURANCE AND BONDS. Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold OWNER and the Indemnitees harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense insurance meeting the requirements of Exhibit C.

12.1 General Insurance Provisions - All lines.

- (a) Any insurance carrier must meet the requirements of "Acceptability of Insurers" in Exhibit C.
- (b) Any deductibles or self-insured retentions must be declared to and approved by OWNER. At the option of OWNER; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER, its officers, officials, employees and volunteers; or the Consultant/Contractor/Organizers shall provide a financial guarantee satisfactory to OWNER guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (c) Commercial General Liability insurance must meet the requirements of "Other Insurance Provisions" in Exhibit C.
- (d) CONTRACTOR shall furnish OWNER with certificates of insurance as required by Exhibit C, "Verification of Coverage."
- (e) CONTRACTOR shall name, on any policy of insurance required under this Agreement, OWNER, the Housing Authority of the County of Monterey, the State of California, CCAH, and their respective officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the same as additional insureds. The Additional Insured Endorsement shall, at the least, provide coverage equivalent to, or as broad as Additional Insured Endorsement Form CG 20 10 11 85 as published by the ISO (Insurance Services Office) or similar forms with the express written permission of OWNER with coverage not less broad, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured including completed operations. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by CONTRACTOR pursuant to section 12.1(e) must be designated in the policy as primary and

non-contributory to any insurance obtained by OWNER. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. The General Aggregate Limit shall be provided on a per project basis. CONTRACTOR shall furnish a Blanket Waiver of Subrogation Endorsement related to the General Liability Insurance Policy. All requirements outlined above shall be confirmed via endorsement listing the insureds policy number as shown on the insured's Certificate of Insurance.

- (f) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of services; or, the term of this Contract, including any extensions thereof, exceeds two (2) years; OWNER reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in OWNER's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- (g) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Contract.
- (h) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to OWNER.
- (i) CONTRACTOR agrees to notify OWNER of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

12.2 CONTRACTOR shall provide to OWNER, at CONTRACTOR's sole cost and expense, performance and payment bonds in a penal sum amount equal to 100% of the initial Contract Sum in substantially the form of Exhibits I and J. Upon the request of any person or entity appearing to be a potential beneficiary of the payment bond, CONTRACTOR shall promptly furnish to such person or entity a complete copy of the bond.

13. GENERAL.

13.1 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to OWNER pursuant to this Contract, free from all liens, claims or encumbrances.

13.2 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations, in connection with performance of the services set forth in this Contract. CONTRACTOR will comply with all applicable OWNER policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

13.3 CONTRACTOR shall be liable for any damage caused by CONTRACTOR to any OWNER properties during CONTRACTOR's performance of the services or authorized extra work, and such damage shall be repaired at the CONTRACTOR's sole expense.

13.4 CONTRACTOR represents and warrants that CONTRACTOR is registered to do business in the State of California with the California Secretary of State.

13.5 CONTRACTOR acknowledges that OWNER may enter into agreements with other contractor or consultants for services similar to the services that are the subject of this Contract or may have its own employees perform services similar to the services contemplated by this Contract.

13.6 Without limiting CONTRACTOR's hold harmless, indemnification and insurance obligations set forth herein, in the event any claim or action is brought against OWNER relating to CONTRACTOR's performance or services rendered under this Contract, CONTRACTOR shall render any reasonable assistance and cooperation which OWNER shall require.

14. TERMINATION.

14.1 OWNER may terminate this Contract without cause at any time upon written notice served upon the CONTRACTOR stating the extent and effective date of termination.

14.2 OWNER may, upon five (5) days written notice, terminate this Contract for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Contract or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, OWNER may proceed with the work in any manner deemed proper by OWNER.

14.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Contract on the date specified in the notice of termination; and
- (b) Transfer to OWNER and deliver in the manner as directed by OWNER any data, estimates, graphs, summary reports, Documents or other related materials and or records, as may have been prepared or accumulated by CONTRACTOR in performance of services, whether completed or in progress or which, if the Contract had been completed or continued, would have been required to be furnished to OWNER.

14.4 After termination, OWNER shall make payment only for CONTRACTOR'S performance, which has been completed and accepted by OWNER, up to the date of termination in accordance with this Contract.

14.5 CONTRACTOR's rights under this Contract shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Contract by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability

for any reason whatsoever to perform the terms of this Contract. In such event, CONTRACTOR shall not be entitled to any further compensation under this Contract.

14.6 If the termination is due to a default by CONTRACTOR, OWNER may take over the work and prosecute the same to completion by contract or otherwise. CONTRACTOR shall be liable to OWNER for any reasonable additional costs incurred by OWNER to revise work for which OWNER has compensated CONTRACTOR under this Contract, but which OWNER has determined in its sole discretion needs to be revised in part or whole to complete the services required under this Contract. Following discontinuance of services, OWNER may arrange for a meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can take to adequately fulfill its requirements under this Contract. In its sole and absolute discretion, OWNER's representative may propose an adjustment to the terms and conditions of the Contract, including the Contract Sum. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONTRACTOR and shall be performed as part of this Contract. In the event of termination due to a default by CONTRACTOR this Contract shall terminate immediately upon CONTRACTOR's receipt of the notice of termination. Termination of this Contract for cause may be considered by OWNER in determining whether to enter into future contracts with CONTRACTOR.

14.7 The rights and remedies of OWNER provided in this Section are in addition to any other rights and remedies provided by law, in equity or under this Contract.

15. FORCE MAJEURE. If either Party is unable to comply with any provision of this Contract due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply, provided the other Party receives written notice of such force majeure event no later than five (5) calendar days after commencement of such force majeure event. The spread or effects of Covid-19, and any variants thereof, can be reasonably anticipated and do not constitute a force majeure event. Tariffs imposed by the US government, and any resulting supply disruptions do not constitute a force majeure event.

16. PREVAILING WAGE; WAGE AND HOUR COMPLIANCE.

16.1 CONTRACTOR agrees to comply with each and every provision of the Section 1770 through Section 1780 of the Labor Code relating to prevailing wages, as well as the Davis-Bacon Act. CONTRACTOR shall be required to forfeit to OWNER the amount of Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each workman paid less than the prevailing wages as determined for the work done herein. The difference between prevailing wage rate and the amounts paid to each workman for each calendar day or portion thereof for which each workman was paid less than the prevailing wage rate shall be paid to each workman by the CONTRACTOR. In the event of a discrepancy between state and federal prevailing wage rates, CONTRACTOR will pay the greater amount.

16.2 CONTRACTOR further agrees to comply with each and every provision of Section 1777.5 of the Labor Code of the State of California relating to apprenticeship standards and the employment of apprentices upon project and to comply with each and every provision of

Section 1810 through 1815 of the Labor Code relating to the employment of workmen in excess of eight (8) hours in violation of the Labor Code.

16.3 CONTRACTOR is registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code section 1725.5 et seq. CONTRACTOR’s Registration number with DIR is 1000020102.

16.4 CONTRACTOR shall provide OWNER with a list of all Subcontractors, if any, who will work on the project for CONTRACTOR to OWNER as soon as practicable. All Subcontractors shall be duly licensed and certified to perform the work with which they are tasked.

16.5 CONTRACTOR and its Subcontractors shall be responsible for compliance with Labor Code Section 1776. This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

16.6 CONTRACTOR and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.

16.7 The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR as required by Labor Code Section 1776.

16.8 CONTRACTOR shall inform OWNER of the location of records enumerated above, including the street address, City/Town and county, and shall, within five working days, provide a notice of a change of location and address.

16.9 CONTRACTOR or Subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the CONTRACTOR or Subcontractor fails to comply with the ten-day period, he or she shall, as a penalty to OWNER on whose behalf the contract is made or awarded, forfeit \$100.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this Paragraph due to the failure of a Subcontractor to comply with this Paragraph.

16.10 With each payment application, CONTRACTOR shall also deliver certified payrolls to OWNER as set forth above in this Contract, and concurrently therewith (but in no event less frequently than monthly) directly to the Labor Commissioner in the format prescribed by the Labor Commissioner.

16.11 CONTRACTOR shall post all jobsite notices if and when prescribed by regulation.

16.12 CONTRACTOR stipulates that it shall comply with all applicable wage and hour laws, including without limitation, Labor Code Sections 1810-1815. Failure to so comply shall constitute a default under this Contract.

16.12.1 Eight hours of labor performed in execution of the Contract constitutes a legal day's work. The time of service of any worker employed on the Project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week.

16.12.2 CONTRACTOR and its Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all reasonable hours to the inspection OWNER and to the Division of Labor Standards Enforcement.

16.12.3 CONTRACTOR or its Subcontractors shall, as a penalty to OWNER, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract Documents by the respective CONTRACTOR or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code Sections 1810-1815.

16.12.4 Work performed on the Project by employees of CONTRACTOR or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

16.13 To the greatest extent allowed by law, CONTRACTOR shall indemnify, defend (with counsel approved by Indemnatee) and hold the Indemnitees harmless from and against all Claims that directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, Subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the failure to comply with any state or federal labor laws, regulations or standards in connection with this Contract, including but not limited to the Prevailing Wage Laws, or any act or omission of CONTRACTOR related to this Agreement with respect to the payment or requirement of payment of prevailing wages, whether or not any insurance policies shall have been determined to be applicable to any such claims.

16.14 The provisions of this Section 16 shall survive the expiration or earlier termination of this Agreement and the completion of the Project.

17. CONFLICT OF INTEREST. CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Contract. CONTRACTOR further covenants that no person or

Subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Contract. CONTRACTOR agrees to inform OWNER in writing of all CONTRACTOR's interests, if any, which are or may be perceived as incompatible with OWNER's interests.

CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Contract.

CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to OWNER employees.

CONTRACTOR hereby certifies it will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). It will not and has not used any funds from this Contract to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. CONTRACTOR shall also disclose to OWNER any lobbying that takes place in connection with obtaining any Federal Award.

18. ADMINISTRATION. OWNER shall administer this Contract through Ricardo Calderon, Project Manager, or such other representative OWNER's CEO may designate. _____ shall administer this Contract on behalf of CONTRACTOR.

19. ASSIGNMENT. This Contract shall not be delegated or assigned by CONTRACTOR, either in whole or in part, without prior written consent of OWNER. Any assignment or purported assignment of this Contract by CONTRACTOR without the prior written consent of OWNER will be deemed void and of no force or effect.

20. NONDISCRIMINATION; EQUAL EMPLOYMENT.

20.1 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, age, religious creed, color, national origin, ancestry, disability (including HIV or AIDS status), medical condition, sexual orientation, marital or domestic partner status, sex or gender identity in the performance of this Contract; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

Additionally, in connection with employment, the CONTRACTOR will ensure that all applicants and employees are treated, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training,

including apprenticeship; and provision of any services or accommodations to clients or the general public.

20.2 The CONTRACTOR will, in all solicitations or advertisements for employees placed by it or on its behalf, state it is an equal opportunity employer.

20.3 The CONTRACTOR will cause the foregoing provisions contained in this Section 20 to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

20.4 The CONTRACTOR shall provide all services to the public under this Contract in facilities that are accessible to persons with disabilities as required by state and federal law.

21. ALTERATION. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

22. ELIGIBILITY. Services and benefits shall be provided by CONTRACTOR to individuals without reference to their ethnic group identification, race, age, religious creed, color, national origin, ancestry, disability, sexual orientation, marital or domestic partner status, sex or gender identity.

23. LICENSE AND CERTIFICATION. CONTRACTOR verifies upon execution of this Contract, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A and that services(s) will be performed by properly trained and licensed staff.

24. CONFIDENTIALITY. CONTRACTOR shall observe all Federal, State and OWNER's regulations concerning confidentiality of records. The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Contract. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; social security numbers, medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; OWNER information or data which is not subject to public disclosure; OWNER operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Contract. The CONTRACTOR shall promptly transmit to OWNER all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Contract or authorized in advance in writing by OWNER, any such information to anyone other than OWNER. For purposes of this section,

identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

25. WORK PRODUCT; OWNERSHIP.

25.1 All reports, plans, preliminary findings, materials, or data assembled or compiled by CONTRACTOR under this Contract (collectively the “Documents”) become the property of OWNER. OWNER reserves the right to authorize others to use or reproduce the Documents. Therefore, the Documents shall not be circulated in whole or in part, nor released to the public, without the direct written authorization of OWNER’s CEO or an authorized designee.

25.2 All Documents not already provided to OWNER shall be delivered to OWNER on the date of termination of this Agreement for any reason. The Documents may be used by OWNER and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes OWNER may deem appropriate without further employment of or payment of any compensation to CONTRACTOR.

26. INSPECTION OF WORK; CORRECTION OF DEFECTIVE WORK

26.1 Work and materials, and manufacture and preparation of materials, from beginning of the work until final completion and acceptance of Work, shall be subject to inspection and rejection by OWNER, its agents, representatives or independent contractors retained by OWNER to perform inspection services, or governmental agencies with jurisdictional interests. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR’s Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, OWNER shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

26.2 CONTRACTOR shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work. CONTRACTOR shall prepare Samples or test specimens at its expense and furnish them to OWNER. CONTRACTOR shall submit all Samples in ample time to enable OWNER to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

26.3 CONTRACTOR shall give OWNER timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

26.4 Upon advance notice as set forth above, OWNER will endeavor to schedule required inspections, but if resources are not available, CONTRACTOR may need to reschedule the Work at no additional cost to the OWNER.

26.5 If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish OWNER with the

required certificates of inspection, or approval. OWNER will pay the cost of initial testing and CONTRACTOR shall pay all costs in connection with any follow-up or additional testing. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

26.6 If CONTRACTOR covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of OWNER, CONTRACTOR shall uncover the Work at OWNER's request. CONTRACTOR shall bear the expense of uncovering Work and replacing Work. In any case where CONTRACTOR covers Work contrary to OWNER's request, CONTRACTOR shall uncover Work for OWNER's observation or inspection at OWNER's request. CONTRACTOR shall bear the cost of uncovering Work.

26.7 Whenever required by OWNER, CONTRACTOR shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by CONTRACTOR. If Work is found to be satisfactory, OWNER, in manner herein prescribed for paying for alterations, Modifications, and extra Work, except as otherwise herein specified, will pay for examination.

26.8 Inspection of the Work by or on behalf of OWNER, or OWNER's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. CONTRACTOR shall have an absolute duty, in the absence of a written Change Order signed by OWNER, to perform Work in conformance with the Contract Documents and to immediately correct Defective Work immediately upon CONTRACTOR's knowledge.

26.9 Any inspection, evaluation, or test performed by or on behalf of OWNER relating to the Work is solely for the benefit of OWNER, and shall not be relied upon by CONTRACTOR. CONTRACTOR shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by OWNER, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. CONTRACTOR shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

26.10 OWNER may direct CONTRACTOR to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Also, if CONTRACTOR fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, OWNER may direct CONTRACTOR to perform the Work in accordance with the Contract Documents, correct or replace any such Defective Work, or stop any portion of Work.

26.11 OWNER may correct and remedy the Defective Work or perform any other work, corrective or otherwise, if, after five Days' written notice to CONTRACTOR, CONTRACTOR fails to correct Defective Work or to remove and replace rejected Work; or provide a plan for correction of Defective Work acceptable to OWNER; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site; take possession of all or part of Work and suspend CONTRACTOR's Work related thereto; take possession of all or part of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, its representatives, agents, employees, and other contractors and consultants' access to the Site to enable OWNER to exercise the rights and remedies under this Paragraph.

26.12 CONTRACTOR shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by OWNER in exercising rights and remedies under this Paragraph. CONTRACTOR shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, OWNER may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from monies due CONTRACTOR, all such claims, costs, losses and damages caused by or resulting from exercising its rights and remedies. If CONTRACTOR disagrees with OWNER's calculations, it may make a claim as provided in Section 32 of this Agreement.

26.13 These OWNER rights and remedies are entirely discretionary on the part of OWNER, and shall not give rise to any duty on the part of OWNER to exercise the rights for the benefit of CONTRACTOR or any other party. OWNER's rights under this Paragraph shall be in addition to any other rights it may have under the Contract Documents or by law. OWNER's failure to demand correction of defective work does not relieve the CONTRACTOR from delivering a Project that comports with the Project's plans and specifications.

26.14 OWNER may in its sole discretion elect to accept Defective Work. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such Defective Work. If OWNER accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, OWNER may deduct from monies due CONTRACTOR, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If CONTRACTOR disagrees with OWNER's calculations, CONTRACTOR may make a claim as provided in Section 32 of this Agreement. If OWNER accepts any Defective Work after final payment, CONTRACTOR shall pay to OWNER, an appropriate amount as determined by OWNER.

26.15 CONTRACTOR shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by OWNER of its rights and remedies under this Article. Where OWNER exercises its rights under this Article, it

retains and may still exercise all other rights it has by law or under the Contract Documents including, without limitation, the right to terminate CONTRACTOR's right to proceed with the Work under the Contract Documents for cause and/or make a claim or back charge where a Change Order cannot be agreed upon.

26.16 Observation or inspection by OWNER or its authorized agents or representatives shall not relieve CONTRACTOR of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments, final payment or otherwise shall not operate to waive OWNER's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of any defective Work paid therefor. CONTRACTOR's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless OWNER agrees otherwise in writing.

26.17 In order that OWNER may determine whether CONTRACTOR has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, CONTRACTOR shall at any time, when requested, submit to OWNER properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

26.18 Before commencing any portion of Work, CONTRACTOR shall inform OWNER in writing as to time and place at which CONTRACTOR wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to OWNER a reasonable time in advance of time at which CONTRACTOR proposes to begin Work, so that OWNER may complete necessary preliminary work without inconvenience or delay to CONTRACTOR.

26.19 Neither recordation of Final Acceptance, nor final certificate for payment, nor provision of the Contract, nor partial or entire use or occupancy of premises by OWNER shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve CONTRACTOR of liability in respect to express warranties or responsibility for faulty materials or workmanship.

26.20 If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to OWNER, OWNER shall have the right to operate and use materials or equipment until said materials and equipment can, without damage to OWNER, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

26.21 Nothing in the Contract Documents shall be construed to limit, relieve, or release CONTRACTOR's, Subcontractors', and equipment suppliers' liability to OWNER for damages sustained as result of latent defects in materials or equipment caused by negligence of CONTRACTOR, its agents, suppliers, employees, or Subcontractors.

27. GUARANTEE AND WARRANTIES.

27.1 CONTRACTOR does hereby guarantee the services performed pursuant to the scope of services ("Guarantee").

27.2 CONTRACTOR hereby grants to OWNER for a period of one year following the date of Final Acceptance of the work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the work including, without limitation, all labor, materials and equipment provided by CONTRACTOR and its Subcontractors of all tiers in connection with the work ("Warranty").

27.3 Neither final payment nor use nor occupancy of the work performed by the CONTRACTOR shall constitute an acceptance of work not done in accordance with this Guarantee or relieve CONTRACTOR of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. CONTRACTOR shall remedy any Defects in the work and pay for any damage resulting therefrom, which shall appear within one year from the date of Final Acceptance of the Work completed.

27.4 If within one year after the date of Final Acceptance (or, with respect to maintenance, performance of the maintenance work), or such other period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents or any extended warranty or guarantee, any work is found to be Defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, correct such defective work. CONTRACTOR shall remove any Defective work rejected by OWNER and replace it with work that is not Defective, and satisfactorily correct or remove and replace any damage to other work or the work of others resulting therefrom. If CONTRACTOR fails to comply promptly with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the Defective work corrected or the rejected work removed and replaced. CONTRACTOR shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where CONTRACTOR fails to correct Defective work, or Defects are discovered outside the correction period, OWNER shall have all rights and remedies granted by law.

27.5 CONTRACTOR shall respond within 72 hours to any claim made by OWNER pursuant to this Guarantee and Warranty.

27.6 Observation and inspection of the Work shall not relieve CONTRACTOR of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, CONTRACTOR shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the Guarantee period.

27.7 This Guarantee and Warranty is in addition to any other CONTRACTOR warranties contained in the Contract Documents, and not in lieu of, any and all other CONTRACTOR liability imposed under the Contract Documents or at law. In the event of any conflict or inconsistency between the terms of this Guarantee, Warranty, and any CONTRACTOR warranty or obligation CONTRACTOR under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the greater protection to OWNER.

27.8 CONTRACTOR shall provide copies of all manufacturer warranties to OWNER's project manager before project closeout. Manufacturer warranties in paper form shall be placed in three-ring binders with dividers and tabs separating each warranty, with the divider and tab identifying which product the warranty corresponds to. Manufacturer warranties in electronic format shall be assembled in a PDF format with bookmarks identifying each warranty, and with a table of contents at the beginning of the PDF identifying each warranty.

27.9 "Defective" means work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract, does not meet relevant trade standards, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract, or has been damaged before final payment (unless responsibility for the protection thereof has been assumed in writing by OWNER). Unapproved substitutions are Defective. OWNER is the judge of whether work is Defective. A "Defect" is a condition, component, or part that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract, or has been damaged before final payment (unless responsibility for the protection thereof has been assumed in writing by OWNER).

28. RECORDS AND DOCUMENTS. The CONTRACTOR, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or OWNER officials or authorized representatives, including all granting entities, access to the work area, as well as all books, documents, materials, papers, and records of the CONTRACTOR, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The CONTRACTOR, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Contract in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least five (5) years after the expiration of the term of this Contract. CONTRACTOR will allow interviews of any employees who might reasonably have information related to such records.

29. NONCONFORMING PAYMENTS. In the event CONTRACTOR receives payment under this Contract which is later disallowed by OWNER for nonconformance with the terms of the Contract, CONTRACTOR shall promptly refund the disallowed amount to OWNER on request; or at its option OWNER may offset the amount disallowed from any payment due to CONTRACTOR.

30. NO PARTIAL DELIVERY OF SERVICES. CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Contract.

31. LABOR STANDARDS. CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

CONTRACTOR hereby certifies that it will comply with all applicable labor laws, including but not limited to, the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act (41 U.S.C. 51-58) regarding overtime compensation.

32. DISPUTES AND CLAIMS

32.1 General.

32.1.1 The parties shall deal in good faith and attempt to resolve potential disputes between the parties arising under, related to or involving the Contract, RFP, Proposal, and related correspondence (collectively “Procurement Documents”), informally. If the dispute persists, CONTRACTOR shall submit to the OWNER written demand for a final decision regarding the disposition thereof, unless OWNER, on its own initiative, has already rendered such a final decision. CONTRACTOR’s written demand shall be fully supported by factual information, and if such demand involves a cost adjustment, CONTRACTOR shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data is accurate and complete and that the amount requested accurately reflects an adjustment for which CONTRACTOR believes OWNER is liable. If CONTRACTOR disagrees with OWNER’s decision, CONTRACTOR’s sole and exclusive remedy is to file a claim in accordance with this Section 32. CONTRACTOR shall diligently prosecute the work under the Contract pending resolution of any claim.

32.1.2 The claim notice and documentation procedure described in this Section 32 applies to all claims and disputes arising under this Contract, including without limitation any claim or dispute by any Subcontractor or material contractor.

32.1.3 “Claim” means a written demand or written assertion by CONTRACTOR seeking, as a matter of right, the payment of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Contract or the work to be performed hereunder. In order to qualify as a “claim,” the written demand must state that it is a claim submitted under this Section 32. A voucher, invoice, proposed change, Application for Payment, cost proposal, change order request, or other routine or authorized form of request for payment is not a Claim.

32.1.4 The provisions of this Section 32 shall survive termination, breach or completion of the work contemplated in this Contract.

32.1.5 Pending the final resolution of any dispute arising under, related to or involving the Contract, CONTRACTOR shall diligently proceed with the performance of the Procurement Documents, including providing of Services. CONTRACTOR’s failure to diligently proceed in accordance

with the Scope of Services shall be considered a material breach of the Contract.

32.1.6 CONTRACTOR shall bear all costs incurred in the preparation and submission of a claim.

32.2 Procedure.

32.2.1 Upon receipt of CONTRACTOR's formal claim including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as required herein, OWNER or its designee will review the issue and render a final determination. OWNER may in its discretion conduct an administrative hearing on CONTRACTOR's claim, in which case CONTRACTOR shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by OWNER to evaluate and decide CONTRACTOR's claim.

32.2.2 EXCEPT WHERE PROVIDED BY LAW, OR ELSEWHERE IN THIS CONTRACT (IF APPLICABLE), OWNER SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS.

32.3 Claim Format. CONTRACTOR shall submit the claim justification in the following format:

32.3.1 Cover letter and certification under penalty of perjury of the accuracy of the claim;

32.3.2 Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, contract provisions supporting relief;

32.3.3 List of documents relating to claim including clarifications/requests for information, schedules, notices of delay, and any others;

32.3.4 Chronology of events and correspondence;

32.3.5 Analysis of claim merit;

32.3.6 Analysis of claim cost; and

32.3.7 Attach supporting documents referenced in Paragraph 32.3.3.

32.4 Mediation. All CONTRACTOR claims in excess of \$50,000 shall, as a condition precedent to litigation (or if otherwise permitted by the Procurement Documents, arbitration) thereon, first be mediated. Mediation shall be non-binding and utilize the services of

a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved commercial mediators. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved CONTRACTOR claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

32.5 Exclusive Remedy. CONTRACTOR's performance of its duties and obligations specified in this Section 32 and administration of a claim as provided in this Section 32 is CONTRACTOR's sole and exclusive remedy for disputes of all types pertaining to the payment of money, extension of time, the adjustment or interpretation of Procurement Documents terms or other contractual or tort relief arising from Procurement Documents. This exclusive remedy and the limitation of liability apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Agreement, negligence or strict liability by OWNER, its representatives, consultants or agents, or the transfer of Goods or Services to OWNER for any reason whatsoever. CONTRACTOR waives and covenants not to use any claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the claim submission, administration, and mediation requirements. Compliance with the claim submission, administration, and mediation procedures described in this Section 32 is a condition precedent to the right to commence litigation or commence any other legal action. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Section 32 may not be asserted in any subsequent Government Code section 910 claim, litigation or legal action. OWNER shall not be deemed to waive any provision under this Section 32, if at OWNER's sole discretion, a claim is administered in a manner not in accord with this Section 32.

33. GRANT COMPLIANCE.

33.1 Funding for the Project comes in part from an Encampment Resolution Funding Round 3 ("ERF3") grant from HCD, other grants received from HCD, including a PLHA grant, and CCAH grant funding. CONTRACTOR understands and agrees that this requires, without limitation, that CONTRACTOR:

33.1.1 Retain all records pertaining to performance under this Agreement for 5 years after termination of this Agreement or completion of the Work. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration date, all records must be retained until completion of the action and resolution of all issues, which arise from it. OWNER, as well as the State of California and CCAH, shall have the right to audit records pertaining to performance under this Contract.

33.1.2 Agrees this Agreement is a public record under the California Public Records Act.

33.1.3 HCD has a right to inspect the work and Project.

33.2 Further, CONTRACTOR hereby certifies, under penalty of perjury, that:

33.2.1 CONTRACTOR's owners, members, officers, and employees, and those of its Subcontractors, if any, are not state employees, and that this Agreement does not create a conflict of interest prohibited by the Grant Agreements, or otherwise prohibited by law.

33.2.2 That it and its Subcontractors, if any, will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code section 8350 et. seq.) and have or will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees and subrecipients that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Subcontractors for violations, as required by Government Code Section 8355, subdivision (a)(1).
- (b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, or Subcontractors about all of the following:
 - (i) the dangers of drug abuse in the workplace.
 - (ii) CONTRACTOR's policy of maintaining a drug-free workplace.
 - (iii) Any available counseling, rehabilitation, and employee assistance program.
 - (iv) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.
- (c) Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement: 1) Will receive a copy of Grantee's drug-free policy statement, and 2) Will agree to abide by terms of Grantee's condition of employment or subcontract.

33.3 CONTRACTOR agrees to cooperate in other respects with requests by OWNER to ensure OWNER is in compliance with its grant agreements. Minor items will be raised informally or through an Instruction Bulletin. If OWNER requests a change that will materially alter CONTRACTOR's obligations under this Contract, OWNER will issue a Change Directive pursuant to Exhibit H.

34. EARTHWORK AND UNDERGROUND FACILITIES.

34.1 At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise.

CONTRACTOR shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. CONTRACTOR shall take immediate action to restore any in service installations damaged by CONTRACTOR's operations.

34.2 Prior to performing Work at the Site, CONTRACTOR shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by available markings, the Contract Documents, USA records, or any material otherwise reasonably available to CONTRACTOR or discovered during CONTRACTOR's pre- or post-proposal investigations (collectively "Existing Conditions Data"). CONTRACTOR shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, CONTRACTOR shall immediately report to OWNER for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to CONTRACTOR's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Contract.

34.3 If during construction, an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown, indicated, or discovered in the materials and investigations described in Paragraph 34.2, above, then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to OWNER. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

34.4 The cost of all of the following will be included in the Contract Sum and CONTRACTOR shall have full responsibility for (a) reviewing and checking all available information and data including, without limitation, Existing Conditions Data, and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents or reasonably available information, or indicated by visual observation including, without limitation, and by way of example only, through performance of all investigations required by this Contract, and by engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

34.5 Consistent with Government Code Section 4215, as between OWNER and CONTRACTOR, OWNER will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for proposals. OWNER will compensate for the cost of locating and repairing damage not due to CONTRACTOR's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or information made available for proposals with reasonable accuracy, and equipment on the Project necessarily idled during such Work. CONTRACTOR shall not be

assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of OWNER or the utility to provide for removal or relocation of such utility facilities.

34.6 During construction, CONTRACTOR shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: “Except in an emergency, an excavator planning to conduct an excavation shall notify the appropriate regional notification center of the excavator’s intent to excavate at least two working days, and not more than 14 calendar days, before beginning that excavation. The date of the notification shall not count as part of the two-working-day notice. If an excavator gives less notice than the legal excavation start date and time and the excavation is not an emergency, the regional notification center will take the information and provide a ticket, but an operator has until the legal excavation start date and time to respond. However, an excavator and an operator may mutually agree to a different notice and start date. The contact information for operators notified shall be available to the excavator.”

34.7 CONTRACTOR shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. CONTRACTOR is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, CONTRACTOR shall provide OWNER with copies of all USA records secured by CONTRACTOR. CONTRACTOR shall advise OWNER of any conflict between information provided by OWNER, the Drawings and that provided by USA records. CONTRACTOR’s excavation shall be subject to and comply with the Contract Documents.

34.8 CONTRACTOR shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, manholes, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Existing Conditions Data, Contract Documents, or USA records, or discovered during CONTRACTOR’s pre- or post-proposal investigation. CONTRACTOR shall immediately secure all such available information and notify OWNER and the utility owner, in writing, of its discovery.

34.9 If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, CONTRACTOR shall notify OWNER in writing of any material that CONTRACTOR believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of \$25,000, CONTRACTOR shall submit and OWNER (or a registered civil or structural engineer employed by OWNER) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between OWNER and

CONTRACTOR, OWNER will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for proposals.

35. OWNER'S RIGHT OF SEPARATE CONSTRUCTION

35.1 OWNER may perform with its own forces, construction or operations related to the Project, or the Site during CONTRACTOR's operations. OWNER may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility owners perform other work.

35.2 CONTRACTOR shall adjust its schedule and fully coordinate with and shall afford all other contractors, utility districts and OWNER (if OWNER is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. CONTRACTOR shall ensure that the execution of its Work properly connects and coordinates with others' work, do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, and shall cooperate with them to facilitate the progress of the Work.

35.3 To the extent that any part of CONTRACTOR's Work is to interface with work performed or installed by other contractors or utility owners, CONTRACTOR shall inspect and measure the in-place work. CONTRACTOR shall promptly report to OWNER in writing any defect in in-place work that will impede or increase the cost of CONTRACTOR's interface unless corrected.

36. JURISDICTION AND VENUE. This Contract shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Contract shall be filed only in the Superior Court of the State of California, County of Monterey and the Parties waive any provision of law providing for a change of venue to another location.

37. WAIVER. Any waiver by OWNER of any breach of any one or more of the terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of OWNER to require exact, full and complete compliance with any terms of this Contract shall not be construed as in any manner changing the terms hereof, or estopping OWNER from enforcement hereof.

38. SURVIVABILITY OF TERMS. Provisions of this Contract that are not fully performed or are not capable of being fully performed as of the date of termination will survive termination of this Contract.

39. NOTICES. Any notice or other communication required or permitted under this Contract shall be sufficiently given if delivered in person or sent by one of the following methods, (1) registered U.S. mail, return receipt requested (postage prepaid); (2) certified U.S. mail, return receipt requested (postage prepaid); or (3) commercially recognized overnight service with tracking capabilities. Notices or communications shall be deemed properly delivered to the respective Parties at the addresses set forth below, or such other addresses

provided by the Parties in writing, and are deemed submitted as of the date personally delivered or two days after their deposit in the United States mail postage prepaid, or via overnight service:

OWNER Monterey County Housing Authority Development Corporation 123 Rico St Salinas, CA 93907 Attention: Ricardo Calderon, Project Manager	CONTRACTOR El Camino Electric, Inc. PO Box 153 Greenfield, CA 93927 Attention: Jose 'Pepe' Villalobos
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40. MISCELLANEOUS. As used in this Contract, the term CONTRACTOR also includes CONTRACTOR's owners, officers, employees, representatives and agents.

41. SEVERABILITY. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

42. POWER TO BIND. The undersigned signatory for CONTRACTOR represents and warrants that he or she has full power to enter into this Contract and to bind CONTRACTOR in accordance with the terms of this Contract.

43. NO THIRD PARTY BENEFICIARIES. The Parties to this Contract acknowledge and agree that the provisions of this Contract are for the sole benefit of the CONTRACTOR and OWNER, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

44. ENTIRE CONTRACT. This Contract, including any attachments or exhibits, (collectively "Contract Documents") constitutes the entire Contract of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. In the event of any conflict between this Contract and any other written agreement or acknowledgement, the terms of this Contract shall prevail. This Contract may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

45. NON-LIABILITY OF OWNER OFFICIALS, EMPLOYEES AND AGENTS. No member, official, employee or agent of OWNER shall be personally liable to CONTRACTOR in the event of any default or breach by OWNER or for any amount which may become due to CONTRACTOR or its successor or on any obligation under the terms of this Contract.

46. PRECEDENCE.

In the case of discrepancy or inconsistency in the Contract Documents, the following order of precedence shall prevail:

- (a) Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
- (b) Numbered sections and paragraphs of Contract over Exhibits;
- (c) Written words over figures, unless obviously incorrect;
- (d) Figured dimensions over scaled dimensions;
- (e) Large-scale Drawings over small-scale Drawings.

47. EXHIBITS. The following exhibits are attached hereto and incorporated herein by this reference:

- (a) Exhibit A - Scope of Services;
 - (i) Exhibit A-1 – Plans for King City Home Key
 - (ii) Exhibit A-2 – Electrical Scope of Work
- (b) Exhibit B – Contract Time
- (c) Exhibit C – Insurance Requirements
- (d) Exhibit D – General Conditions (HUD-5370-C1 General Conditions).
- (e) Exhibit E – Section 3 Policy
- (f) Exhibit F – Prevailing Wage Determination
- (g) Exhibit G – Measurement and Payment
 - (i) Exhibit G-1 – Agreement And Release Of Any And All Claims
- (h) Exhibit H – Modifications
- (i) Exhibit I - Form of Performance Bond
- (j) Exhibit J - Form of Payment Bond

48. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and transmitted electronically and, in such event, the transmission by electronic means shall have the same force and effect as the hand delivery of an original of this Agreement to the recipient duly executed in ink.

(Remainder of Page Intentionally Blank)

(Signatures on next page)

DRAFT

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Contract as of the date set forth above.

“OWNER”

**MONTEREY COUNTY HOUSING
AUTHORITY DEVELOPMENT
CORPORATION**, a nonprofit public benefit
corporation

By: _____

Zulieka Boykin, CEO

Date: _____

“CONTRACTOR”

EL CAMINO ELECTRIC, INC., a
California corporation

By: _____

Name: Jose D. Villalobos

Date: _____

**NOTE: CONTRACTOR’S SIGNATURES
SHALL BE DULY NOTARIZED, AND
APPROPRIATE ATTESTATIONS
SHALL BE INCLUDED AS MAY BE
REQUIRED BY THE BYLAWS,
ARTICLES OF INCORPORATION, OR
OTHER RULES OR REGULATIONS
APPLICABLE TO CONTRACTOR’S
BUSINESS ENTITY.**

EXHIBIT A

SCOPE OF SERVICES

1. This is a term contract with CONTRACTOR for labor, materials and equipment necessary to provide Electrical Services for KING CITY HOME KEY.
2. The King City Home Key project involves the renovation of a former Days Inn located on a 1-acre parcel in King City. Originally constructed in 1969, this two-story facility is slated for conversion into 45 studio units aimed at providing stable, affordable housing for individuals currently experiencing homelessness along the Salinas River encampments.
3. The Work hereunder, in summary, is to provide electrical services as described herein to facilitate completion of the Project at the Days Inn.
4. CONTRACTOR is responsible for:
 - a. Providing Electrical Services consistent with the scope of work attached hereto as Exhibit A-2. ("Electrical Services")
5. Compliance and Communication. For all work on this Project, CONTRACTOR shall:
 - a. Ensure all work is executed in strict accordance with relevant building codes and architectural designs.
 - b. Maintain robust communication between all trades and the project manager to guarantee project success.
 - c. All work is to be performed consistent with the Plans for King City Home Key, which are attached hereto as Exhibit A-1.
6. Prior to receipt of any Notice to Proceed, CONTRACTOR shall consult with OWNER as needed to facilitate development of plans, schedules, and coordination of other contractors.
7. OWNER will issue a Notice to Proceed for the Electrical Services. However, CONTRACTOR will not wait to receive a Notice to Proceed before commencing or assisting with any preparatory work or investigation necessary to facilitate timely project completion and performing CONTRACTOR's consultation services.
8. Upon receipt of Notice to Proceed, CONTRACTOR will proceed with performing the work specified. OWNER's Notice to Proceed may specify certain subcomponents of a particular type of service to proceed with. In such case, a supplemental Notice to Proceed will be issued for other subcomponents.
9. Throughout its work on the Project, including during preconstruction, as applicable, CONTRACTOR shall:
 - a. Attend regular meetings with the Ricardo Calderon and OWNER;
 - b. Participate in the development/modification of the plans and specifications for the project, including evaluations of constructability, cost and design conflicts;
 - c. Conduct pricing of the project improvements at key milestones (Schematic

Design completion, Design Development Completion, and 50% Construction Documents) in the development of the plans and specifications;

- d. Engage in value engineering activities to assist OWNER in ensuring that the final plans and specifications describe a project that can be completed within OWNER's budget;
- e. Obtain a comprehensive bid for the final plans and specification;
- f. Assist OWNER with obtaining all necessary permits;
- g. Bid to suppliers and Subcontractors;
- h. Coordinate all trades required for proper execution;
- i. Facilitate/coordinate preparatory meeting with key Subcontractors;
- j. Coordinate with OWNER on resident relocations;
- k. Coordinate plans and sensitivity studies of the surrounding neighborhoods, if needed;
- l. Provide meeting management and detailed reporting;
- m. Exercise document control;
- n. Enforce all COVID, OSHA and client-specified safety rules and regulations;
- o. Mitigate delays and additional costs;
- p. Assure the quality of the product;
- q. Facilitate the closeout/warranty period of the project;
- r. Address warranty issues in a timely, organized manner;
- s. Assist with obtaining final building permit sign-offs; and
- t. Comply with HUD Section 3 requirements, California Prevailing Wage law and Davis-Bacon, including submission of timely reports and certified payrolls.

10. CONTRACTOR is responsible for providing temporary facilities necessary to complete the Work, including without limitation, portable toilets. It is expected that there will be water and electrical service available on site.

11. The Days Inn is known to contain asbestos. Much of the asbestos was already abated by a previous General Contractor who performed work at the site. OWNER is hiring a separate contractor, Commercial Services and Environmental Solutions and Services, doing business as Monterey Environmental Solutions and Services (M.E.S.S.) to abate any remaining asbestos at the Days Inn. If CONTRACTOR encounters any asbestos containing material (ACM) or other hazardous substances, CONTRACTOR shall immediately notify OWNER and M.E.S.S. and stop work in the vicinity of the ACM. CONTRACTOR is not to perform asbestos abatement work, which requires particular qualifications and safety equipment. CONTRACTOR shall comply with any safety requirements provided by M.E.S.S. or OWNER which are communicated at tailgate safety meetings, or otherwise. CONTRACTOR shall indemnify, defend, and hold harmless the Indemnitees from any claims, lawsuits, harms, disputes, or damages arising from CONTRACTOR's failure to comply with the requirements of this paragraph 11.

12. Debris and waste must be hauled away daily and disposed of in a legally compliant fashion. There is no space to store waste and debris on site.

13. There is very limited space to store equipment and materials on site. CONTRACTOR must plan accordingly. It is possible that CONTRACTOR may, after obtaining permission from OWNER's Project Manager, be able to store particular equipment and materials at an OWNER

facility in 303 Front Street, Suite 104, Salinas, during the pendency of the Project. Such storage will be at CONTRACTOR's own risk, barring further agreement of the parties consistent with the requirements of the Contract Documents, including without limitation Exhibit G, Article 1.04, paragraph D.

14. CONTRACTOR's personnel must wear appropriate safety gear at all times.

15. Work shall occur during regular business hours. Work shall only occur outside of regular business hours with prior permission from OWNER's Project Manager, which may be granted in OWNER's sole discretion.

16. Contractor Change Order requests ("CPR", see Exhibit H) must be submitted before the work begins.

17. Provide W9 form to Owner.

Exhibit A-1

PLANS FOR KING CITY HOME KEY

[INCLUDE PERTINENT PLANS]

DRAFT

EXHIBIT A-2

ELECTRICAL SCOPE OF WORK

1. Project Management
 - a. Be responsible for planning, material ordering, and commercial supervision.
2. Install new GFI smoke alarms
3. Replace wiring
4. Provide electrical service to 45 new kitchenettes
5. Replace light fixtures with LED options to enhance both power efficiency and overall functionality.
6. Inspect electrical panel to ensure adequate capacity and replace if needed
7. Install new exterior lighting, decorative lighting, and monumental signs
8. Remove power sources leading to the existing pool.
9. Address any punch-list items.
10. Clean and maintain an organized project work area.
11. Exclusions from Contract Sum
 - a. Contractor will perform the following to the extent necessary to complete the Work, but compensation for this was not included in the Contract Sum and, if needed, will be addressed through the Modifications process:
 1. Permit fees
 2. Wiring / installation of the following systems:
 - a) Fire alarms
 - b) Telephone systems
 - c) Satellite systems
 - d) Burglar alarm systems
 - e) Data systems
 - f) Solar systems
 3. Third party testing
 4. Painting of equipment, panels, boxes, conduits, etc.
 5. Drywall repair, patch, paint.
 6. AC / Concrete repair and replace.

EXHIBIT B

CONTRACT TIME

1. **CONTRACT TIME – ELECTRICAL SERVICES**

a. Contract Time for substantial completion of Electrical Services is **42 days**, which shall commence upon CONTRACTOR's receipt of Notice to Proceed. CONTRACTOR shall achieve Final Completion within **14 days** after Substantial Completion.

2. CONTRACTOR shall achieve Substantial and Final Completion within the Contract Time specified above.

3. Substantial Completion refers to the point in time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of OWNER as evidenced by a notice or certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended, and unperformed or incomplete work elements are minor in nature; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of OWNER for final payment. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Work refer to Substantial Completion thereof.

4. Final Acceptance or Final Completion means OWNER's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:

- A. Final cleaning is completed.
- B. All systems having been tested and accepted as having met requirements of Contract Documents.
- C. All required instructions and training sessions having been given by CONTRACTOR.
- D. All Project Record Documents having been submitted by CONTRACTOR, reviewed by OWNER, and accepted by OWNER.
- E. All punch list Work, as directed by OWNER, having been completed by CONTRACTOR.
- F. Generally all Work, except CONTRACTOR maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of OWNER.

5. Time is of the essence in the performance of all the terms and conditions of this Contract.

6. All performance and cure periods expire at 5:00 p.m., Monterey, California time on the applicable date.

7. A performance or cure date which otherwise would be a Saturday, Sunday or OWNER holiday shall be extended to the next OWNER working day.

8. "Days" refers to calendar days unless otherwise specified.

9. Liquidated Damages

CONTRACTOR AND OWNER HEREBY AGREE THAT THE EXACT AMOUNT OF DAMAGES FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED IS EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE. IF THE WORK IS NOT COMPLETED IN THE TIME SET FORTH IN THE AGREEMENT, IT IS UNDERSTOOD THAT OWNER WILL SUFFER DAMAGES. IT BEING IMPRACTICAL AND UNFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THE CONTRACTOR SHALL PAY TO OWNER THE AMOUNT LIQUIDATED DAMAGES SET FORTH IN THE AGREEMENT, FOR EACH CALENDAR DAY OF DELAY IN REACHING FINAL COMPLETION.

10. CONTRACTOR shall be assessed liquidated damages if CONTRACTOR fails to complete specified work within the Contract Time for any applicable category of work. The amount of liquidated damages shall be \$250 per day.

11. WEATHER

a. Contract Time will only be extended for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by NOAA weather data. CONTRACTOR has anticipated all the days it takes to dry out and re-prepare areas that may be affected by weather delays which extend beyond the actual weather days. CONTRACTOR is expected to work seven (7) days per week (if necessary, irrespective of inclement weather), to maintain access, and to protect the Work under construction from the effects of inclement weather. The requirements of this paragraph shall apply to the period between substantial and final completion.

EXHIBIT C

INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be as least as broad as:

1. Insurance Services Office **Commercial General Liability coverage** (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering **Automobile Liability**, Code 1 (any auto).
3. **Workers' Compensation insurance** as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limits shall apply separately to their project/location or the general aggregate limit shall be twice the required occurrence limit.

(Including operations, products and completed operations, as applicable.)

2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation: **\$1,000,000** per accident for bodily injury and Employer's Liability: property damage.

Deductible and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by OWNER. At the option of OWNER; the insurer shall reduce or eliminate such deductibles or self- insured retentions as respects OWNER, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to OWNER guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability is to contain, or be endorsed to contain, the following provisions. OWNER, its commissioners, members, officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.

1. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects OWNER, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by OWNER, its commissioners, members, officers, agents, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after (30) days' prior written notice by certified mail, returned receipt requested, has been given to the Authority.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to OWNER, its commissioners, members, officers, agents, employees and volunteers.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI, unless otherwise acceptable to OWNER.

Verification of Coverage

CONTRACTOR shall furnish OWNER with certificates of insurance and with original endorsements evidencing coverage required by this clause. All certificates and endorsements are to be received and approved by OWNER before work commences. OWNER reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

** OWNER shall be named as an additionally insured on all policies, certificate of insurance and endorsements.*

EXHIBIT D

GENERAL CONDITIONS (HUD-5370-C1 GENERAL CONDITIONS)

EXHIBIT E

SECTION 3 POLICY

Under the Davis-Bacon and Related Acts and Reorganization Plan No. 14 of 1950, the U.S. Department of Labor is responsible for determining prevailing wages, issuing regulations and standards to be observed by federal agencies that award or fund projects subject to Davis-Bacon labor standards, and overseeing consistent enforcement of the Davis-Bacon labor standards.

The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

EXHIBIT F
PREVAILING WAGE DETERMINATION

EXHIBIT G
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Summary

- A. Section includes description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.02 References

- A. California Public Contract Code
- B. Code of Civil Procedure
- C. Government Code
- D. Civil Code

1.03 Composition and Scope Of Contract Sum

A. Scope of Contract Sum

1. Contract Sum for performance of the Work under Contract Documents, or under any Proposal item, allowance, or Alternate, shall include full compensation for all Work required under the Contract Documents, including without limitation, all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of the Work, whether or not expressly specified or indicated, incidental work and unexpected expenses, and all terms, conditions, requirements and limitations set forth in the Contract Documents.
2. Contract Sum may be expressed as lump sum, unit price, GMP, allowance, or combination thereof. Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required Work, including CONTRACTOR overhead and profit, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements.
3. Unless Contract Documents expressly provide otherwise, Contract Sum shall be deemed to include:
 - (a) Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or any Work item (whether lump sum, unit price or otherwise) until acceptance by OWNER;
 - (b) All expenses incurred due to suspension, or discontinuance of Work or any Work item (whether lump sum, unit price or otherwise) as provided in Contract Documents; and
 - (c) Escalation to allow for cost increases between time of Contract Award and completion of Work or any Work item (whether lump sum, unit price or otherwise).

B. Unit Price Items

1. Quantity of Work to be paid for under any item for which a unit price is fixed in Contract Documents shall be determined by OWNER based on, so far as practicable, actual number of units satisfactorily completed, as determined by OWNER and certified by CONTRACTOR, within prescribed or ordered limits, and no payment will be made for Work unsatisfactorily performed or done outside of limits.
2. Unit Prices shall apply to Work covered by unit prices so long as actual quantities performed on the Project are not less than 75 percent or greater than 125 percent of the

estimated quantities proposed or otherwise stated in the Contract Documents. If actual quantities exceed these parameters, then the unit price shall be adjusted by an amount to reflect the CONTRACTOR's incremental cost differential resulting from increased or decreased economies of scale.

C. Lump Sum Items

1. When estimated quantity for specific portion of Work is not indicated and/or Work is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
2. Payment for lump sum Work, or items of Work subject to a lump sum (e.g. without limitation, change order work), shall be made on the basis of satisfactory completion of such Work or work item, earned in progressive stages in accordance with the Contract Documents, up to but not exceeding CONTRACTOR's percentage completion of the Work or item.
3. Lump sum items shall be paid based upon the approved Schedule of Values, which shall be used to measure progressive payments based upon satisfactory progress towards completion of the item.

1.04 Payment Procedures

A. Work Breakdown Structure/Schedule of Values

1. Prior to CONTRACTOR's first Application for Payment, CONTRACTOR shall submit a detailed breakdown of its Proposal by scheduled Work items and/or activities, including coordination responsibilities and document management responsibilities. CONTRACTOR shall furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable progress schedule network activity, which cumulative sum equals the total Contract Sum. This breakdown may be referred to as the Schedule of Values (**SOV**), Work Breakdown Structure (**WBS**) or both.
2. CONTRACTOR's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Proposal item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals CONTRACTOR's total Contract Sum, less any allowances designated by OWNER. Scheduling, record documents and quality assurance control shall be separate line items.
3. OWNER will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, reasonable cost allocations for the Work items listed. Upon favorable review by OWNER, OWNER will accept this Schedule of Values for use. OWNER shall be the sole judge of fair market cost allocations.
4. OWNER will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to OWNER.

B. CONTRACTOR's Requests for Progress Payments

1. If requested by CONTRACTOR, progress payments will be made monthly, under the following conditions:
2. On or before the 25th Day of each month, CONTRACTOR shall submit to OWNER five copies of an Application for Payment for the cost of the Work put in place during the period from the last Day of the previous month to the end of the current month, along with one copy of an updated Progress Schedule. Such Applications for Payment shall be for the expected total value of activities completed or partially completed, based upon Schedule of Values prices (or Proposal item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment

summary. OWNER and CONTRACTOR will reconcile any differences in the field, based on the reconciled monthly report sheets. If CONTRACTOR is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of CONTRACTOR's Application for Payment being delayed for more than a Day for Day basis.

3. Except as otherwise provided in a labor compliance program applicable to the Work (if any) or as otherwise required by OWNER, concurrently with each Application for Payment, CONTRACTOR shall submit to OWNER CONTRACTOR's and its Subcontractors' certified payroll records required to be maintained pursuant to Labor Code Section 1776 for all labor performed during pay periods ending during the period covered by the Application for Payment.
4. No progress payment will be processed prior to OWNER receiving all requested, acceptable schedule update information and certified payrolls, and in OWNER's sole and absolute discretion, OWNER may deny the entire Application for Payment for noncompliance.
5. Each Application for Payment shall list each Change Order and Construction Change Directive (CCD) executed prior to date of submission, including the Change Order/CCD Number, and a description of the Work activities, consistent with the descriptions of original Work activities. CONTRACTOR shall submit a monthly Change Order/CCD status log to OWNER.
6. If OWNER requires substantiating data, CONTRACTOR shall submit information requested by OWNER, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. CONTRACTOR shall submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted. OWNER may request, among other substantiating data, bills of lading.
7. If CONTRACTOR fails or refuses to participate in monthly Work reconciliations or other construction progress evaluation with OWNER, CONTRACTOR shall not receive current payment until CONTRACTOR has participated fully in providing construction progress information and schedule update information to OWNER.

C. OWNER's Review of Progress Payment Applications

1. OWNER will review CONTRACTOR's Application for Payment following receipt and during the Progress Schedule and Billing Meeting. If adjustments need to be made to percent of completion of each activity, OWNER will make appropriate notations and return to CONTRACTOR. CONTRACTOR shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
2. If OWNER determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then OWNER may approve the other portions of the Application for Payment, and in the case of disputed items or Defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
3. Pursuant to Public Contract Code Section 20104.50, if OWNER fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from CONTRACTOR, OWNER shall pay interest to the CONTRACTOR equivalent to the legal rates set forth in Code of Civil Procedure Section 685.010 (a). The 30-Day period shall be reduced by the number of Days by which OWNER exceeds the seven-Day return requirement set forth herein.
4. As soon as practicable after approval of each Application for Payment for progress payments, OWNER will pay to CONTRACTOR in manner provided by law, an amount equal to 95 percent of the amounts otherwise due as provided in Contract Documents, or a lesser amount if so provided in Contract Documents and by law, provided that payments may at any time be withheld if, in judgment of OWNER, Work is not proceeding in accordance with Contract, or CONTRACTOR is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected. In OWNER's sole discretion, if CONTRACTOR has failed to comply with either its Progress Schedule update or project record documents requirements, OWNER may

retain an additional five percent (5%) of any earned amounts until such requirements are satisfied.

5. Before any progress payment or final payment is due or made, CONTRACTOR shall submit satisfactory evidence that CONTRACTOR is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. This also includes copies of certified payroll from CONTRACTOR and Subcontractors for the current payment period.
6. OWNER may conduct interviews of CONTRACTOR's employees to confirm aspects of CONTRACTOR's Applications for Payment.

D. Payment for Material and Equipment Not Yet Incorporated Into the Work

1. No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified elsewhere in the Contract Documents or as may be agreed to by OWNER in its sole discretion. Where CONTRACTOR requests payment on the basis of materials and equipment not incorporated in the Work, CONTRACTOR must satisfy the following conditions:
 - a. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded and insured warehouse.
 - b. Full title to the materials and/or equipment shall vest in OWNER at the time of delivery to the Site, warehouse or other storage location. Obtain a negotiable warehouse receipt, endorsed over to OWNER for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to OWNER.
 - c. Stockpiled materials and/or equipment shall be available for OWNER inspection, but OWNER shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve CONTRACTOR of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents.
 - d. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at CONTRACTOR's expense.
 - e. At CONTRACTOR's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents.
 - f. CONTRACTOR's Application for Payment shall be accompanied by a bill of sale, bill of lading, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER interest therein, all of which must be satisfactory to OWNER. This documentation shall include, without limitation, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due CONTRACTOR as they are incorporated.

1.05 Final Payment

A. Final Payment

1. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and CONTRACTOR maintenance after Final Acceptance, CONTRACTOR shall submit its Application for Final

Payment. Application for Final Payment shall meet all of the requirements for Progress Payments noted above.

2. Provided CONTRACTOR has met all conditions required for Final payment, OWNER will pay to CONTRACTOR, in manner provided by law, unpaid balance of Contract Sum of Work (including, without limitation, retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B. Final Accounting

1. Prior progress payments and change orders shall be subject to audit and correction in the final payment.
2. CONTRACTOR and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, an Agreement and Release of Claims in the form attached hereto as Exhibit G-1.

1.06 Basis And Effect Of Payment

- A. Payment will be made by OWNER, based on OWNER observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that OWNER has:
1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
 2. Reviewed construction means, methods, techniques, sequences, or procedures;
 3. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by OWNER to substantiate CONTRACTOR's right to payment; or
 4. Made examination to ascertain how or for what purpose CONTRACTOR has used money previously paid on account of the Contract Sum.
 5. OWNER does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Work Item or Items, or to add work not originally included in Proposals or Contract Documents, when in its judgment such change is in best interest of OWNER. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between the amount of Work actually done and estimated amount as set forth herein, or for elimination of Work Items.

EXHIBIT G-1

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

[Public Contract Code Section 7100]

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS (**Agreement and Release**), made and entered into this [date] day of [Month], [202], by and between **Monterey County Housing Authority Development Corporation (Owner)**, and [Enter Name of Contractor] (**Contractor**), whose place of business is at [Enter Address of Contractor].

RECITALS

- A. Owner and Contractor entered into Contract (the “**Contract**”) for Electrical Services relating to the King City Homekey Project.
- B. The Work under the Contract has been completed.

AGREEMENT

NOW THEREFORE, it is mutually agreed between Owner and Contractor as follows:

- 1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum \$ _____

Modified Contract Sum \$ _____

Payment to Date \$ _____

Liquidated Damages \$ _____

Payment Due Contractor \$ _____
- 2. Subject to the provisions of this Agreement and Release, Owner will forthwith pay to Contractor the sum of [_____] Dollars and _____ Cents (\$ _____) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Owner as of the date of such payment.
- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in Paragraph 4 of this Agreement and Release. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against Owner, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Agreement and Release. Nothing in this Agreement and Release shall limit or modify Contractor’s continuing obligations described in Paragraph 6 of this Agreement and Release.
- 4. The following claims submitted under the Contract, Section 32, are disputed (**Disputed Claims**) and are specifically excluded from the operation of this Agreement and Release.

[Insert information in Chart below, affix attachment if necessary]

<i>CLAIM NO.</i>	<i>Date Submitted</i>	<i>Description of Claim</i>	<i>Amount of Claim</i>

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 of this Agreement and Release, Contractor hereby releases and forever discharges Owner, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor shall immediately defend, indemnify and hold harmless Owner, any of the Owner's Representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4 of this Agreement and Release.
8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provide as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.
11. All rights of Owner shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.
12. **CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

***** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING *****

OWNER: MONTEREY COUNTY HOUSING AUTHORITY DEVELOPMENT CORPORATION

By: _____
Signature

Name: _____
Print

Its: _____
Title

[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

[IF REQUIRED] REVIEWED AS TO FORM:

Dated: _____, [20__]

By: _____
Counsel for Owner

Name: _____
Print

END OF DOCUMENT

EXHIBIT H
MODIFICATIONS

1.01 Procedures For CONTRACTOR Initiated Change Order

A. CONTRACTOR-Initiated Change Proposal Request (CPR) and Procedures

1. CONTRACTOR may initiate changes by submitting a Change Proposal Request (CPR). CPRs must be submitted before work begins.

2. Whenever CONTRACTOR elects or is entitled to submit a CPR, CONTRACTOR shall prepare and submit to OWNER for consideration a CPR using the Cost Proposal Form attached to this Exhibit H. All CPR's must contain a complete breakdown of costs of credits, deducts and extras; itemizing labor, materials, equipment, markup, bonds, insurance and taxes; and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. After receipt of a CPR with a detailed breakdown, OWNER will act promptly thereon.

3. If OWNER accepts a CPR, OWNER will prepare a Change Order for OWNER and CONTRACTOR signatures.

4. If CPR is not acceptable to OWNER because it does not agree with CONTRACTOR's proposed cost and/or time, OWNER will provide comments thereto. CONTRACTOR will then, within seven Days (except as otherwise provided herein), submit a revised CPR.

5. When necessity to proceed with a change does not allow OWNER sufficient time to conduct a proper check of a CPR (or revised CPR), OWNER may issue a Change Directive (CD) as provided below.

6. CONTRACTOR and Subcontractors shall, upon OWNER's request, permit inspection of the original unaltered cost estimates, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its CPR or Claims arising from changes in the Work.

1.02 Procedures for OWNER-Initiated Change Orders

A. OWNER Initiated Change Directives (CD)

1. OWNER may, by Change Directive (CD) or initially by Instruction Bulletin or by following the procedures for disputed work herein, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with or without adjustment to Contract Sum or Contract Time.

2. If at any time OWNER believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, or at any other time, OWNER may issue a CD with its recommended cost and/or time adjustment (if

any). Upon receipt of CD, CONTRACTOR shall promptly proceed with the change of Work involved and respond to OWNER within ten Days.

3. CONTRACTOR's response must be any one of following:

- (a) Return CD signed, thereby accepting OWNER response, including adjustment to time and cost (if any).
- (b) Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if OWNER so requests.
- (c) Give notice of intent to submit a claim as described in Section 32 of the Contract, and submit its claim as provided therein.

4. If CPR or the CD provides for an adjustment to any Contract Sum, the adjustment shall be based on one of the following methods:

- (a) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
- (b) CONTRACTOR to proceed on cost reimbursable (force account) basis while negotiating towards a firm price.
- (c) Cost to be determined in a manner agreed.

5. Change Directive signed by CONTRACTOR indicates the agreement of CONTRACTOR therewith, including adjustment in Contract Sum or the method for determining them. Such agreement shall be effective immediately and shall be finalized as a Change Order. Where OWNER authorizes CD work on a time and materials basis up to a maximum amount, then CONTRACTOR shall promptly advise OWNER upon reaching 75% of such maximum amount, otherwise CONTRACTOR shall accept fully the risk of completing the CD work without exceeding such maximum amount.

6. If CONTRACTOR does not respond promptly or disagrees with the method for adjustment (or non-adjustment) in the Contract Sum, the method and the adjustment shall be determined by OWNER on the basis of the Contract Documents and the reasonable expenditures and savings of those performing the Work attributable to the change. If the parties still do not agree on the proper adjustment due to a Change Directive, CONTRACTOR may file a Claim per Section 32 of the Contract and/or OWNER may direct the changed work through a unilateral change order. CONTRACTOR shall keep and present an itemized accounting, together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided herein.

7. Pending final determination of cost to OWNER, CONTRACTOR may include amounts not in dispute in its Applications for Payment. The amount of credit to be allowed by CONTRACTOR to OWNER for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by OWNER. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Markup shall be figured on the basis of net increase, if any, with respect to that change.

B. OWNER Initiated Change Order (CO) Or Request For Proposal (RFP)

1. OWNER may initiate changes in the Work or Contract Time by issuing a Request for Proposal (RFP) or Change Order (CO) to CONTRACTOR.
2. OWNER may issue an RFP to CONTRACTOR. Any RFP will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from CONTRACTOR.
3. In response to an RFP, CONTRACTOR shall furnish a Change Proposal Request (CPR) within 7 days of OWNER's RFP. Upon approval of CPR, OWNER may issue a Change Directive directing CONTRACTOR to proceed with extra Work.
4. If the parties agree on price and time for the work, the OWNER will issue a Contract Change Order. If the parties do not agree on the price or time for a CPR, OWNER may either issue a CD or decide the issue per Section 32 of the Contract. CONTRACTOR shall perform the changed Work notwithstanding any claims or disagreements of any nature.

1.03. Procedures that Apply to CONTRACTOR- and OWNER-Initiated Change Orders

A. Adjustment of Schedules to Reflect Change Orders or CDs

1. CONTRACTOR shall revise Application for Payment forms to record each authorized Change Order or CD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
2. CONTRACTOR shall revise project schedules prior to the next monthly pay period, to reflect CO or CD.

B. Required Documentation for Adjustments to Contract Amounts

1. For all changes and cost adjustments requested, CONTRACTOR shall provide documentation of change in Contract Amounts asserted, with sufficient data to allow evaluation of the proposal.

2. In all requests for compensation, cost proposals, estimates, claims and any other calculation of costs made under the Contract Documents, CONTRACTOR shall breakout and quantify costs of labor, equipment and materials identified herein, for CONTRACTOR and Subcontractors of any tier.

3. CONTRACTOR shall, on request, provide additional data to support computations for:

- (a) Quantities of products, materials, labor and equipment.
- (b) Taxes, insurance, and bonds.
- (c) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
- (d) Credit for deletions from Contract, similarly documented.

4. CONTRACTOR shall support each claim or computation for additional cost, with additional information including:

- (a) Origin and date of claim or request for additional compensation.
- (b) Dates and times Work was performed and by whom.
- (c) Time records and wage rates paid.
- (d) Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
- (e) Credit for deletions from Contract, similarly documented.

C. Responses and Disputes

1. For all responses for which the Contract Documents do not provide a specific time period, recipients shall respond within a reasonable time.

2. For all disputes arising from the procedures herein, CONTRACTOR shall follow Section 32 of the Contract.

1.05 Cost Determination for Changes in Contract Amounts

A. Calculation of Total Cost of Extra Work

1. Total cost of changed Work, extra Work or of Work omitted shall be the sum of three components defined immediately below as: Component 1 (Direct Cost of Construction or Direct Costs); Component 2 (Markup); and, Component 3 (Bonds, Insurance, Taxes).

2. Component 1: Direct Costs of labor, equipment and materials, is calculated based upon actually incurred (or omitted) labor costs, equipment rental costs, and material costs, as defined herein;

3. Component 2: Markup on such actually incurred Direct Costs, is applied in the percentages identified below; and
4. Component 3: Actual additional costs for any additionally required bonds, insurance, and/or taxes by CONTRACTOR, Subcontractors, or other forces, defined herein, is calculated without markup.
5. All amounts payable to Subcontractors under Components 1, 2, and 3: must be earned under the terms of the applicable Subcontracts; must be properly requested, documented and permitted under the terms of the applicable subcontract(s) and Contract Documents; and shall be payable only if changed Work complies with terms of Contract Documents.

1.06 Measurement Of Direct Cost Of Construction (Cost Component 1)

A. Composition of Component 1 (Direct Cost of Construction)

1. Component 1 has three subcomponents, also referred to as labor, equipment, and materials (LEM):

- (a) Labor (Component 1A)
- (b) Equipment (Component 1B)
- (c) Materials (Component 1C)

B. Measurement of Cost of Labor (Component 1A)

1. Cost of Labor shall be calculated as: Cost of labor for workers (including forepersons when authorized by OWNER) used in actual and direct performance of the subject work, whether employer is CONTRACTOR, Subcontractor or other forces, in the sum of the following:

- (a) Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
- (b) Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined, such as worker's compensation insurance. Such labor surcharge shall not exceed generally accepted standards in the State for labor rates in effect on date upon which extra Work is accomplished.
- (c) Cost of labor shall include no other costs, fees or charges.

2. Labor cost for operators of equipment owned and operated by CONTRACTOR or any Subcontractor, shall be no more than rates of such labor established by collective bargaining agreements for type of worker and location of

Work, whether or not owner-operator (i.e., CONTRACTOR or Subcontractor) is actually covered by such an agreement.

3. Cost of labor shall be recorded and documented in certified payroll records, maintained in the form customary and/or required in the State, and delivered to OWNER weekly.

C. Measurement of Cost of Equipment (Component 1B)

1. Measurement of Component 1B (Cost of Equipment). Cost of Equipment shall be calculated as: Cost of equipment used in actual and direct performance of the subject work, whether by CONTRACTOR, Subcontractor or other forces. Cost of Equipment shall be calculated as herein described.

2. For rented equipment, cost will be based on actual rental invoices, appropriate for the use and duration of the work. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by OWNER.

3. Equipment rental cost for CONTRACTOR or Subcontractor-owned equipment, shall be determined by reference to, and not in excess of, the generally accepted standards in the State for equipment rental rates in effect on date upon which extra Work is accomplished. If there is no applicable rate for an item of equipment, then payment shall be made for CONTRACTOR or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Caltrans Standard Schedules and Specifications, and absent a rental rate therein, then the Association of Equipment Distributors (AED) book.

4. In all cases, rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

5. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

6. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by OWNER. The following shall be used in computing rental time of equipment:

- (a) When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
- (b) When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
- (c) Rates shall correspond to actual rates paid by CONTRACTOR, i.e., if CONTRACTOR pays lower weekly or monthly rates, then same shall be charged to OWNER.

7. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:

- (a) OWNER will pay for costs of loading and unloading equipment.
- (b) Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
- (c) Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission or appropriate State Dept. of Transportation.
- (d) OWNER will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
- (e) Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which OWNER directs CONTRACTOR to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and OWNER legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.

8. Employee vehicles are not part of Component 1A, rather, are included within Component 2 (Markup).

9. Cost of Equipment shall include no other costs, fees or charges.

D. Measurement of Cost of Material (Component 1C)

1. Cost of Material shall be calculated as herein described. Cost of such materials will be cost to purchaser (CONTRACTOR, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
2. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to OWNER notwithstanding fact that such discount may not have been taken.
3. For materials salvaged upon completion of Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
4. If cost of a material is, in opinion of OWNER, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Paragraph.
5. Cost of Material shall include no other costs, fees or charges.

1.07 Measurement and Payment of Markup (Cost Component 2)

A. Markup Percentages for Changed Work (Component 2)

1. Markup on Direct Cost of labor, materials and equipment for extra Work pursuant to the Contract Documents performed by CONTRACTOR shall be 15%.
2. When extra Work is performed by Subcontractors, regardless of the number of tiers, total Markup on Component 1 Direct Costs shall be 20%. CONTRACTOR and its Subcontractors shall divide the 20% as they may agree.
3. Under no circumstances shall the total Markup on any extra Work exceed 20%, stated as a percent of the Direct Cost of labor, equipment and materials. This limitation shall apply regardless of the actual number of subcontract tiers.
4. On proposals covering both increases and decreases in Contract Sum, Markup shall be allowed on the net increase only as determined above. When the net difference is a deletion, no percentage for Markup shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.

B. Measurement and Payment of Markup (Component 2)

1. Markup (Component 2) provides complete compensation to CONTRACTOR and all Subcontractors for:
 - (a) All CONTRACTOR and Subcontractor profit;
 - (b) All CONTRACTOR and Subcontractor home-office overhead;
 - (c) All CONTRACTOR and Subcontractor assumption of risk assigned to CONTRACTOR under the Contract Documents;

(d) Subject to the qualifications below regarding self-performed work, all General Conditions and General Requirements of CONTRACTOR (and, if applicable, Subcontractors).

2. Profit. Compensation for profit included within Component 2 (Markup), includes without limitation: Fees of all types, nature and description; and Profit and margins of all types, nature and description.

3. Home Office Expenses. Compensation for home office expenses included within Component 2 (Markup), includes without limitation: Salaries and other compensation of any type of CONTRACTOR's and Subcontractor's personnel (management, administrative and clerical), and all direct and indirect operating, travel, payroll, safety, storage, quality control, maintenance and overhead costs of any nature whatsoever, incurred by CONTRACTOR and Subcontractors at any location other than the Project specific site office, including without limitation, CONTRACTOR's principal or branch offices; insurance premiums other than those for Project specific insurance directed by the OWNER in a change order; all hardware, software, supplies and support personnel necessary or convenient for CONTRACTOR's capture, documentation and maintenance of its costs and cost accounting data and cost accounting and control systems and work progress reporting.

4. Assumption of Risk. Compensation for CONTRACTOR's and Subcontractor's assumption of risk under the Contract Documents, included within Component 2 (Markup), includes, without limitation, loss, cost, damage, expense or liability resulting directly or indirectly from any of the following causes (unallowable costs), for CONTRACTOR and Subcontractors of any tier: noncompliance with the Contract Documents, fault or negligence, defective or non-conforming Work, by CONTRACTOR or any Subcontractor or Vendor of any tier or anyone directly or indirectly employed by any of them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents; cost overruns of any type; costs in excess of any lump sum, not to exceed amount or GMP; costs resulting from bid, proposal, or "buy out" errors, unallocated scope, or incomplete transfer of scope or contract terms to Subcontractors; any costs incurred by CONTRACTOR relating to a Change in the Work without a Change Order or Change Directive in accordance with the Contract Documents; costs for work or materials for which no price is fixed in the Contract Documents, unless it is expressly specified that such work or material is to be paid for as extra work.

5. Agreement General Requirements. Compensation for CONTRACTOR's (and, if applicable Subcontractors') General Requirements Costs included within

Component 2 (Markup) includes compensation for: CONTRACTOR's direct costs, without overhead or profit, "General Conditions" costs, for salaries and related forms of compensation and employer's costs for labor and personnel costs, of CONTRACTOR's employees and subconsultant's employees (if any), while and only to the extent they are performing Work at the Project Site, and all "General Requirements Costs" below. Personnel and Work compensated by this Component include, without limitation: All required Project management responsibilities; all on-site services; monthly reporting and scheduling; routine field inspection of Work; general superintendence; general administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary; salaries of project superintendent, project engineers, project managers, safety manager, other manager, timekeeper, and secretaries; all cost estimates and updates thereto; development, validation and updates to the project schedule; surveying; and estimating. General Requirements Costs included within Component 2 (Markup) include, without limitation: all scheduling hardware, software, licenses, equipment, materials and supplies; purchase, lease or rental, build out, procurement, supporting equipment and maintenance of temporary on Site facilities, Project field and office trailers and other temporary facilities, office equipment and supporting utilities; platforms, fencing, cleanup and jobsite security; temporary roads, parking areas, temporary security or safety fencing and barricades, etc.; all CONTRACTOR's motor vehicles used by any CONTRACTOR's personnel, and all costs thereof; all health and safety requirements, required by law or OWNER procedures; all surveying; all protection of Work; handling and disposal fees; final cleanup; repair or maintenance; other incidental Work; all items, activities and function similar to any of those described above; all travel, entertainment, lodging, board and the like.

6. Personnel compensated by the Markup Component do not include workers of foreman level or below in the case of self-performed work; rather, such personnel shall be treated as a Direct Cost of Construction. Costs compensated by Component 2 (Markup) do not include temporary measures specifically required by the changed work, not otherwise required or ongoing in the prosecution of the Work, that commence specifically to support the changed work and conclude with the completion of the changed work. Such costs shall be treated as Direct Costs of Construction. Examples of General Requirements costs that this component may not cover are the following: temporary barricades or fencing of specific areas required specifically for the changed work; cranes required specifically for the changed work; and extra security required specifically for the changed work.

1.08 Measurement and Payment of Bonds, Insurance, Taxes (Component 3)

A. Measurement of Bonds, Insurance, Taxes (Component 3)

1. Component 3 (Bonds, Insurance, Taxes) consists of the cost of bonds, insurance and taxes, also referred to as BIT. All State sales and use taxes, applicable County and applicable Town sales taxes, shall be included. Federal and Excise tax shall not be included.
2. There is no markup on BIT.

1.09 Effect Of Payment

A. Change Order Compensation is All Inclusive

1. Except as provided expressly below regarding changes that extend the Contract Time, payment of calculated cost of extra work constitutes full and complete compensation for costs or expense arising from the extra Work, and is intended to be all inclusive.
2. Payment for Direct Cost of Construction (Component 1 or LEM) is intended to be all-inclusive. Any costs or risks not delineated within cost of labor, equipment or materials herein, shall be deemed to be within the costs and risks encompassed by the applicable Markups and unallowable in any separate amount.
3. Payment of Markup (Component 2) is intended to be all-inclusive. CONTRACTOR waives claims for any further or different payment of cost and risk items delineated herein, other than the allowable percentage markup on costs set forth in the Contract Documents; such separate, further or different cost or risk items shall be unallowable, waived and liquidated within the allowable percentage markup.
4. CONTRACTOR shall recover no other costs or markups on extra work of any type, nature or description.

B. Exception for Changes Extending Contract Time

1. Where a change in the Work extends the Contract Time, CONTRACTOR may request and recover additional, actual direct LEM costs, provided CONTRACTOR can demonstrate such additional costs are (i) actually incurred performing the Work, (ii) not compensated by Component 2 (Markup), and (iii) directly result from the extended Contract Time. CONTRACTOR shall make such request and provide such documentation following all required procedures, documentation and time requirements in the Contract Documents, and subject to all contract limitations of liability. CONTRACTOR may not seek or recover such costs using formulas (e.g., Eichleay).

C. Limits of Liability/Accord and Satisfaction

1. The foregoing limits of compensation apply in all cases of claims for changed Work, whether calculating Change Proposal Requests, Change Orders or CDs, or calculating claims and/or damages of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. CONTRACTOR may recover no other costs arising out of or connected with the performance of extra Work, of any nature.

2. Under no circumstances may CONTRACTOR claim or recover special, incidental or consequential damages against OWNER, its representatives or agents, whether arising from breach of contract, negligence, strict liability or other tort or legal theory, unless specifically and expressly authorized in the Contract Documents.

3. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as expressly provided for in Contract Documents.

4. Accord and Satisfaction: Every Change Order and accepted CD shall constitute a full accord and satisfaction, and release, of all CONTRACTOR (and if applicable, Subcontractors) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. CONTRACTOR may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CD, and must also submit a Claim for the reserved disputed items pursuant to Section 32 of the Contract no later than 30 Days after CONTRACTOR's first written notice of its intent to reserve rights. Execution of any Change Order or CD shall constitute CONTRACTOR's representation of its agreement with this provision.

1.10 Miscellaneous Requirements

A. Records and Certification

1. All charges shall be recorded daily and summarized in Change Proposal Request form attached hereto. CONTRACTOR or authorized representative shall complete and sign form each day. CONTRACTOR shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; and a list by size type and identification number of equipment and hours operated.

2. OWNER shall have the right to audit all records in possession of CONTRACTOR relating to activities covered by CONTRACTOR's claims for modification of Contract, including CD Work. This right shall be specifically enforceable, and any failure of CONTRACTOR to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to Section 32 of the Contract.

COST PROPOSAL FORM

[Insert Project Name]

Contract Number _____

CP Number: _____

Date: _____

In Response To _____

(RFP #, etc.)

To: **Monterey County Housing Authority Development Corporation**

Attention: [_____]

_____, CA 9 _____

Phone: (____) ____-____

Fax: (____) ____-____

From: [Insert Contractor's Name/Address]

This Cost Proposal is in response to the above-referenced _____ [insert RFP, etc. as applicable].

Brief description of change(s): _____

ITEM DESCRIPTION	PRIME CONTRACTOR	SUB 1	SUB 2	SUB 3	SUB 4	TOTAL
LABOR						
EQUIPMENT						
MATERIAL						
TOTAL DIRECT COST OF CONSTRUCTION (LEM)						
MARKUP FOR PRIME CONTRACTOR'S SELF-PERFORMED WORK (15%)						
MARKUP FOR SUBCONTRACTOR-PERFORMED WORK (20%)						
BONDS, INSURANCE AND TAXES						
GRAND TOTAL						

REQUESTED CHANGE IN CONTRACT TIME (DAYS)

By Contractor:

Signature:

Date:

EXHIBIT I
FORM OF PERFORMANCE BOND

PERFORMANCE BOND

THIS PERFORMANCE BOND (**Bond**) is dated ***[Month, Day]***, 202_ is in the amount of ***[Insert Amount]*** (**Penal Sum**), which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Articles 1 through 14 attached to this page. Any singular reference to **El Camino Electric, Inc. (Contractor)**, ***[Insert name of Surety]*** (**Surety**), **Monterey County Housing Authority Development Corporation (Owner)**, or other party shall be considered plural where applicable.

CONTRACTOR:

El Camino Electric, Inc.

Address

City/State/Zip

SURETY:

[Insert name of Surety]

Principal Place of Business

City/State/Zip

CONTRACT:

Contract For Electrical Services dated _____, in the amount of \$_____.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name: _____

Title: _____

SURETY

Company: (Corp. Seal)

Signature: _____

Name: _____

Title: _____

BOND TERMS AND CONDITIONS

ARTICLE 1 Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the complete and proper performance of the Contract, which is incorporated herein by reference.

ARTICLE 2 If Contractor completely and properly performs all of its obligations under the Contract, Surety and Contractor shall have no obligation under this Bond.

ARTICLE 3 If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.01 Owner provides Surety with written notice that Owner has declared a Contractor Default under the Contract pursuant to the terms of the Contract; and

3.02 Owner has agreed to pay the Balance of Contract Sum:

A. To Surety in accordance with the terms of this Bond and the Contract; or

B. To a Contractor selected to perform the Contract in accordance with the terms of this Bond and the Contract.

ARTICLE 4 When Owner has satisfied the conditions of ARTICLE 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:

4.01 Arrange for Contractor, with consent of Owner, to perform and complete the Contract (but Owner may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.02, 4.03 or 4.04 below); or

4.02 Undertake to perform and complete the Contract itself, through its qualified agents or through qualified independent contractors or qualified entities; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without Owner's consent; or

4.03 Undertake to perform and complete the Contract by obtaining bids from qualified contractors or qualified entities acceptable to Owner for a contract for performance and completion of the Contract and, upon determination by Owner of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by Owner and the contractor or Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract; and, if Surety's obligations defined in ARTICLE 6 below, exceed the Balance of Contract Sum, then Surety shall pay to Owner the amount of such excess; or

4.04 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with Owner, determine in good faith its monetary obligation to Owner under ARTICLE 6 below, for the performance and completion of the Contract and, as soon as practicable after the amount is determined, tender payment therefor to Owner with full explanation of the payment's calculation. If Owner accepts Surety's tender under this Paragraph 4.04, Owner may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default, as agreed by Owner and Surety at the time of tender. If Owner disputes the amount of Surety's tender under this Paragraph 4.04, Owner may exercise all remedies available to it at law to enforce Surety's liability under ARTICLE 6 and ARTICLE 7 below.

ARTICLE 5 At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.

ARTICLE 6 If Surety elects to act under Paragraphs 4.01, 4.02 or 4.03 above, within the time period provided in Article 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Contractor's Contract obligations. Surety's obligations include, but are not limited to:

- 6.01** Contractor's obligations to complete the Contract and correct Defective Work;
- 6.02** Contractor's obligations to pay liquidated damages and for damages for which no liquidated damages are specified in the Contract, actual damages caused by non-performance of the Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages; and
- 6.03** To the extent otherwise required of Contractor under the Contract, Contractor's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Contractor Default (but excluding attorney's fees incurred to enforce this Bond).

ARTICLE 7 If Surety does not elect to act under Paragraphs 4.01, 4.02, 4.03, or 4.04, above, within the time period provided in Article 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Contractor Default. To the extent Surety's independent default causes Owner to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which Owner is entitled to receive under the Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.

ARTICLE 8 If Surety elects to act under Paragraphs 4.01, 4.03 or 4.04 above, within the time period provided in Article 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.

ARTICLE 9 No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.

ARTICLE 10 Surety hereby waives notice of any change, alteration or addition to the Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any Owner action in accordance with ARTICLE 5 above. Surety consents to all terms of the Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any Owner action in accordance with ARTICLE 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an Owner Default.

ARTICLE 11 Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Contractor regarding the Contract, or in the Superior Court of the County of Monterey, California, or in a court of competent jurisdiction in the location in which the Work is located. Communications from Owner to Surety under Paragraph 3.01 above shall be deemed to include the necessary agreements under Paragraph 3.02 above unless expressly stated otherwise.

ARTICLE 12 All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in the Contract. Actual receipt of notice by Surety, Owner or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

ARTICLE 13 Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

ARTICLE 14 Definitions

- 14.01 Balance of Contract Sum:** The total amount payable by Owner to Contractor pursuant to the terms of the Contract after all proper adjustments have been made under the Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Contract.
- 14.02 Contract:** The agreement between Owner and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
- 14.03 Contractor Default:** Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract, limited to "default" or any other condition allowing a termination for cause as provided in the Contract.
- 14.04 Owner Default:** Material failure of Owner, which has neither been remedied nor waived, to pay Contractor progress payments due under the Contract or to perform other material terms of the Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Contract.

END OF DOCUMENT

EXHIBIT J

FORM OF PAYMENT BOND

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

- 1.01** THAT WHEREAS, **Monterey County Housing Authority Development Corporation** (Owner) has awarded to **EI Camino Electric, Inc.** as Principal, Contract Number _____ dated the _____ day of _____, 202__ (the **Contract**), in the amount of \$_____, which Contract is by this reference made a part hereof, for the work of the following Contract:

CONTRACT FOR ELECTRICAL SERVICES

- 1.02** AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
- 1.03** NOW, THEREFORE, we, the undersigned Principal and **(Name of Surety)**, as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE (\$_____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.04** THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any Claimant or any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
- 1.05** This bond shall inure to the benefit of any of the Claimants and persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
- 1.06** Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- 1.07** Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or

against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

1.08 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

1.09 "Claimant" means an individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract identified above. The term Claimant also include any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the equipment used in the Contract, architectural and engineering services required for the performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

SURETY

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

END OF DOCUMENT



DIRECTOR COMMENTS

&

ADJOURNMENT



AGENDA
ANNUAL BOARD MEETING FOR
TYNAN VILLAGE, INC.
BOARD OF DIRECTORS

DATE: MONDAY, OCTOBER 27, 2025

TIME: 6:30 P.M. (Follows after HDC Meeting)

QR CODE:



LINK: <https://us02web.zoom.us/j/3501891938?pwd=N3d4QWM3MjRQQUtnYnYwZ3dtekxDdz09>

Phone: (669) 900-6833 (*9 to raise hand, *6 to unmute)

Meeting ID: 350 189 1938

Passcode: 438419

LOCATION: Housing Authority of the County of Monterey
Central Office, 123 Rico Street, Salinas, CA 93907

ALTERNATE LOCATIONS WITH ZOOM CONNECTON OPEN TO THE PUBLIC:

10855 Ocean Mist parkway, Castroville CA 95012
Kevin Healy's Open Meeting Location

1. CALL TO ORDER

2. ROLL CALL

Chair Yuri Anderson

Vice Chair Maria Orozco

Director Francine Goodwin

Director Kevin Healy

Director Kathleen Ballesteros

Director Eleanor Elliott

District 5 Vacant

PRESENT

ABSENT

3. COMMENTS FROM THE PUBLIC

4. MINUTES

A. Minutes - Approval of Minutes of the Regular Board Meeting held on October 28, 2024.

5. NEW BUSINESS

A. Election of Officers

6. DIRECTORS COMMENTS

7. ADJOURNMENT



TYNAN VILLAGE, INC.

ACTION MINUTES OF THE REGULAR BOARD MEETING OF TYNAN VILLAGE, INC. HELD OCTOBER 28, 2024

SUMMARY ACTION MINUTES.

1. CALL TO ORDER:

Chair Goodwin called the meeting to order at 8:43 P.M.

2. ROLL CALL:

PRESENT:

Chair Yuri Anderson
Vice-Chair Maria Orozco
Director Kathleen Ballesteros
Director Francine Goodwin
Director Kevin Healy
Director Buder

ABSENT:

3. COMMENTS FROM THE PUBLIC

None

4. MINUTES

Approval of the Minutes from the Meeting held on October 28, 2024.

Motion was made by Director Oroz and seconded by Director Anderson. The motion was carried through a roll call vote.

AYES: Goodwin, Anderson, Ballesteros, Orozco, Buder

NOES: None

ABSENT: Healy

5. NEW BUSINESS

A. Elections

It was resolved that officers from HDC would take on the officer roles within Tynan Village, Inc.

Motion to nominate Director Anderson as Chair and Director Orozco as Vice-Chair was made by Director Buder and seconded by Director Anderson. The motion was carried through a roll call vote.

AYES: Goodwin, Anderson, Ballesteros, Orozco, Buder

NOES: None

ABSENT: Healy

6. INFORMATION

Letter from the City of Salinas re: Notice of Violation of City of Salinas Regulatory Agreements.

7. DIRECTOR COMMENTS

None.

8. ADJOURMENT

There being no further business to come before the Board, the meeting was adjourned at 8:48 P.M.

Respectfully submitted,

Gabriela Rivero
Executive Assistant/Clerk of the Board

Chairperson

ATTEST:

President/CEO

Date

MEMORANDUM



TYNAN VILLAGE, INC.

TO: Board of Directors – Tynan Village, Inc.

FROM: Zulieka Boykin, President/CEO

RE: **PROCEDURE FOR ELECTION OF DIRECTORS**

DATE: October 19, 2025

The Bylaws of the Tynan Village Inc. do not identify the procedures for election of director. The bylaws defer to Robert's Rules of Order for any item not covered by the bylaws. Below is language from Robert's Rules that provide the procedures for election of directors and defines term limits.

"Before preceding to an election to fill an office it is customary to nominate one or more candidates. This nomination is not necessary when the election is by ballot or roll call, as each member may vote for any eligible person whether nominated or not. When the vote is via voice the nomination is like a motion to fill a blank, the different names being repeated by the chair as they are made, and then the vote is taken on each in the order in which they were nominated, until one is elected. The nomination need not be seconded....The usual method in permanent societies is by ballot, the balloting being continued until the offices are all filled. An election takes effect immediately if the candidate is present and does not decline,....After the election has taken effect and the director or member has learned the fact, it is too late to reconsider the vote on the election. An director-elect takes possession of his office immediately, unless the rules specify the time. In most societies it is necessary that this time be clearly designated."

According to Article V, Section 5.7 of the HDC Bylaws, "The Chair and Vice Chair shall be elected from among all the Directors at the annual meeting in October beginning in the year 2012 by nomination through motion made and seconded and voted upon by the majority of Directors present at the annual meeting. The Chair and Vice Chair shall serve one year terms with two consecutive term limits". The position of Chair is currently vacant and will need to be filled by election. All other Directors are eligible to hold office. A copy of the Bylaws for the Monterey County Housing Authority Development Corporation as revised October 22, 2012 will be available at the meeting for reference.

The process below would satisfy Robert's Rules of Order for election of directors and is an option for consideration:

- Open the floor to nominations for “Chair”
- ***“The floor is now open for nominations for the Chair of the Board of Directors of the Monterey County Housing Authority Development Corporation.”*** All nominations must be seconded to be accepted.
- “Are there any other nominations?” “Nominations are now closed.”
- “Voting for the position of Chair will be held by secret ballot.” - *unless Hybrid Meeting is held.*
- “Please pass the ballots to the Secretary for tabulation.”
- **Secretary** – “Mr. Chairman, I count __ votes for Director _____ as Chair.”
- **Chair** – Director _____ has been properly elected as the Chair of the Board of Directors of the Monterey County Housing Authority Development Corporation.” (The new Chair assumes the duties immediately.)

Then repeat the process for Vice Chair should the process be necessary.

Action Required: Nominate and elect an active Director to fill the positions of Chair, and Vice-Chair from the HDC Board of Directors.

DIRECTORS COMMENTS & ADJOURNMENT