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RESOLUTION No. 287-88

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the County of El Dorado has executed State Contract No. 80-RHC-009 dated May, 1981, authorizing the participation in the Rental Housing Construction Program; and

WHEREAS, pursuant to Section 50735 et seq. of the California health and Safety Code, the California Department of Housing and Community Development (hereinafter the "State") is authorized to provide funds the purpose of reducing rent levels to ensure occupancy by eligible households; and

WHEREAS, the County of El Dorado (hereinafter "County"), a local public agency organized under the statutes of the State of California is eligible to receive said funds; and

WHEREAS, the development identified in the State Contract has been completed or is about to become completed and may require said funds for operational subsidy;

NOW, THEREFORE, BE IT RESOLVED that County is hereby authorized to enter into an amendment with the State for the purposes of providing such funds according to the terms of such contract; and

BE IT FURTHER RESOLVED that the Director of the Department of Mental Health of El Dorado County is hereby authorized to execute the Amendment thereto and future yearly amendments or related documents to said contract.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 23rd day of August, 1988

by the following vote of said Board:

Ayes: Supervisors Robert E. Dorr,
Patricia R. Lowe, James R. Sweeney,
Michael C. Visman, John N. Cefalu

ATTEST

BILLIE MITCHELL, County Clerk and ex-officio
Clerk of the Board of Supervisors

By Margaret E. Meddy
Deputy Clerk

Noes: none
Absent: none

Patricia R. Lowe
Chairman, Board of Supervisors

DATE	COPIES SENT TO
8/25/88	Mental Health Director/Control

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 80-RHC-009	AMENDMENT NUMBER 41
REGISTRATION NUMBER N/A	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Department of Housing and Community Development
CONTRACTOR'S NAME
County of El Dorado
- The term of this Agreement is June 5, 1981 through September 30, 2048
- The maximum amount of this Agreement after this amendment is: \$1,508,433.98
(Amendment No. 41 increased the contract amount by \$55,212)
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

 Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:

 15 (e) The amount currently encumbered by this Agreement for the purposes of annuity fund payment for fiscal year beginning July 1, 2018 and ending June 30, 2019 is \$55,212.00. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

 Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only JUL 24 2018
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> County of El Dorado		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small> 5-23-18	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Patricia Charles-Heathers, Director, Health and Human Services Agency		
<small>ADDRESS</small> 3057 Briw Road, Suite A, Placerville, CA 95667		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small> Department of Housing and Community Development		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small> 7/24/18	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Synthia Rhinehart, Contracts Manager, Business and Contract Services Branch		
<small>ADDRESS</small> 2020 W. El Camino Avenue, RM 330, Sacramento, CA 95833		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.A.3 (DGS Memo Dated 6/12/81)

Substitute Payee:
Mother Lode Rehabilitation Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

	MONTH	AMOUNT
	From: July 1, 2018	To: June 30, 2019
1	July 1, 2018	\$4,601.00
2	August 1, 2018	\$4,601.00
3	September 1, 2018	\$4,601.00
4	October 1, 2018	\$4,601.00
5	November 1, 2018	\$4,601.00
6	December 1, 2018	\$4,601.00
7	January 1, 2019	\$4,601.00
8	February 1, 2019	\$4,601.00
9	March 1, 2019	\$4,601.00
10	April 1, 2019	\$4,601.00
11	May 1, 2019	\$4,601.00
12	June 1, 2019	\$4,601.00
	TOTAL	\$55,212.00

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 80-RHC-009	AMENDMENT NUMBER 40
REGISTRATION NUMBER N/A	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME
Department of Housing and Community Development

CONTRACTOR'S NAME
County of El Dorado

2. The term of this Agreement is June 5, 1981 through September 30, 2048

3. The maximum amount of this Agreement after this amendment is: \$1,453,221.98
 (Amendment No. 40 increased the contract amount by \$56,609)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:

15 (e) The amount currently encumbered by this Agreement for the purposes of annuity fund payment for fiscal year beginning July 1, 2017 and ending June 30, 2018 is \$56,609.00. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only FEB 03 2018
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of El Dorado</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>1-17-18</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Patricia Charles-Heathers, Director, Health and Human Services Agency</u>		
ADDRESS <u>3057 Briw Road, Suite A, Placerville, CA 95667</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Department of Housing and Community Development</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>2/6/18</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Synthia Rhinehart, Contracts Manager, Business and Contract Services Branch</u>		
ADDRESS <u>2020 W. El Camino Avenue, RM 330, Sacramento, CA 95833</u>		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.A.3 (DGS Memo Dated 6/12/81)

Substitute Payee:
Mother Lode Rehabilitation Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

	MONTH	AMOUNT
	From: July 1, 2017	To: June 30, 2018
1	July 1, 2017	\$4,717.00
2	August 1, 2017	\$4,717.00
3	September 1, 2017	\$4,717.00
4	October 1, 2017	\$4,717.00
5	November 1, 2017	\$4,717.00
6	December 1, 2017	\$4,717.00
7	January 1, 2018	\$4,717.00
8	February 1, 2018	\$4,717.00
9	March 1, 2018	\$4,717.00
10	April 1, 2018	\$4,717.00
11	May 1, 2018	\$4,717.00
12	June 1, 2018	\$4,722.00
	TOTAL	\$56,609.00

Contract #: 541-F0911, A40
Index Code: 417200

CONTRACT ROUTING SHEET

Date Prepared: 01-11-2018

Need Date: 01-17-2018
Please rush - State issued A40 on 01-11-2018

PROCESSING DEPARTMENT:

Department: Health & Human Svcs Agency

CONTRACTOR:

Name: CA Dept Housing & Community Development

Dept. Contact: Zhana Mc Cullough

Address: 2020 W. El Camino, Rm 330

Phone #: X 7154

Sacramento, CA 95833

Department

Phone:

Head Signature: 
Patricia Charles-Heathers, Ph.D., MPA, Director

CONTRACTING DEPARTMENT: Health and Human Services Agency

Service Requested: Annual pass-through funding for M.O.R.E. Housing \$56,609 gsm

Contract Term: 6/5/1981- 9/30/2048 Contract/Grant Value: \$61,630 (FY 2017/18)

Compliance with Human Resources requirements? N/A Yes No:

Compliance verified by: N/A - pass through revenue

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 1/18/18 By: 

Approved: Disapproved: Date: By:

EL DOR COUNTY COUNSEL
2018 JAN 11 PM 4:06

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: 1-17-18 By: MB

Approved: Disapproved: Date: By:

NOTING FOR RISK

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.

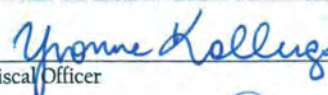
Departments: _____

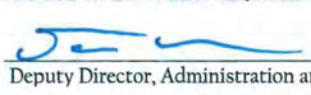
Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

AM 10:07 HR/RM JAN 17 '18

Please contact Zhana Mc Cullough, x 7154, with questions or for contract packet pick-up. Thank you!

 1/11/18
Chief Fiscal Officer Date

 1/11/18
Deputy Director, Administration and Contracts Date

A/P or A/R Mgr Approval:  1/11/18
Initials/Date

Contracts ASO Approval:  1/11/18
Initials/Date

ROD:db
8/9/88
more.res



RESOLUTION No. 287-88

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the County of El Dorado has executed State Contract No. 80-RHC-009 dated May, 1981, authorizing the participation in the Rental Housing Construction Program; and

WHEREAS, pursuant to Section 50735 et seq. of the California health and Safety Code, the California Department of Housing and Community Development (hereinafter the "State") is authorized to provide funds the purpose of reducing rent levels to ensure occupancy by eligible households; and

WHEREAS, the County of El Dorado (hereinafter "County"), a local public agency organized under the statutes of the State of California is eligible to receive said funds; and

WHEREAS, the development identified in the State Contract has been completed or is about to become completed and may require said funds for operational subsidy;

NOW, THEREFORE, BE IT RESOLVED that County is hereby authorized to enter into an amendment with the State for the purposes of providing such funds according to the terms of such contract; and

BE IT FURTHER RESOLVED that the Director of the Department of Mental Health of El Dorado County is hereby authorized to execute the Amendment thereto and future yearly amendments or related documents to said contract.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 23rd day of August, 1988
by the following vote of said Board:

Ayes: Supervisors Robert E. Dorr,
Patricia R. Lowe, James R. Sweeney,
Michael C. Visman, John N. Cefalu

ATTEST
BILLIE MITCHELL, County Clerk and ex-officio
Clerk of the Board of Supervisors

Noes: none
Absent: none

By Margaret E. Moody
Deputy Clerk

Robert Dorr
Chairman, Board of Supervisors

DATE	COPIES SENT TO
8/25/88	Mental Health Director/County Clerk

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 80-RHC-009	AMENDMENT NUMBER 39
REGISTRATION NUMBER N/A	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME
Department of Housing and Community Development
 CONTRACTOR'S NAME
County of El Dorado

2. The term of this Agreement is June 5, 1981 through September 30, 2048

3. The maximum amount of this Agreement after this amendment is: \$1,396,612.98
 (Amendment No. 39 increased the contract amount by \$61,630)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:
 15 (e) The amount currently encumbered by this Agreement for the purposes of annuity fund payment for fiscal year beginning July 1, 2016 and ending June 30, 2017 is \$61,630.00. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.
 Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only AUG 08 2016
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of El Dorado</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>7/29/2016</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Don Ashton, M.P.A., Director, Health and Human Services Agency</u>		
ADDRESS <u>3057 Briw Road, Suite A, Placerville, CA 95667</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Department of Housing and Community Development</u>		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.A.3 (DGS Memo Dated 6/12/81)
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>8/8/2016</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Cathy Parr, Contracts Manager, Business and Contract Services Branch</u>		
ADDRESS <u>2020 W. El Camino Avenue, RM 330, Sacramento, CA 95833</u>		

Substitute Payee:
Mother Lode Rehabilitation Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

	MONTH	AMOUNT
	From: July 1, 2016	To: June 30, 2017
1	July 1, 2016	\$5,136.00
2	August 1, 2016	\$5,136.00
3	September 1, 2016	\$5,136.00
4	October 1, 2016	\$5,136.00
5	November 1, 2016	\$5,136.00
6	December 1, 2016	\$5,136.00
7	January 1, 2017	\$5,136.00
8	February 1, 2017	\$5,136.00
9	March 1, 2017	\$5,136.00
10	April 1, 2017	\$5,136.00
11	May 1, 2017	\$5,136.00
12	June 1, 2017	\$5,134.00
	TOTAL	\$61,630.00

Contract #: 541-F0911, A39
Index Code: 417200

CONTRACT ROUTING SHEET

Date Prepared: 07-14-2016 07-25-2016

Need Date: 08-03-2016

PROCESSING DEPARTMENT:

Department: HHSA/Mental Health
Dept. Contact: Zhana Mc Cullough
Phone #: x 7154
Department
Head Signature: Don Ashton, M.P.A., Director

CONTRACTOR:

Name: CA Dept Housing & Community Development
Address: 2020 W. El Camino, Rm 330
Sacramento, CA 95833
Phone: _____

CONTRACTING DEPARTMENT: HHSA/Mental Health

Service Requested: Annual pass-through funding for M.O.R.E. Housing
Contract Term: 6/5/1981- 9/30/2048 Contract/Grant Value: \$61,630 (FY 2016/17)
Compliance with Human Resources requirements? N/A X Yes _____ No _____
Compliance verified by: N/A Revenue

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: X Disapproved: _____ Date: 7/26/16 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY COUNSEL
2016 JUL 25 11:03 AM

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: _____ Disapproved: _____ Date: 7/27/16 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

NOTHING FOR RISK
115 JUL 27 08:08:46

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

[Signature] 7/23/16
CFO Review Date
7/15/16 JACK 7/24/16

[Signature] 7/15/16
Ass't Director Admin/Finance Date
Deputy Director



RESOLUTION No. 287-88

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the County of El Dorado has executed State Contract No. 80-RHC-009 dated May, 1981, authorizing the participation in the Rental Housing Construction Program; and

WHEREAS, pursuant to Section 50735 et seq. of the California Health and Safety Code, the California Department of Housing and Community Development (hereinafter the "State") is authorized to provide funds the purpose of reducing rent levels to ensure occupancy by eligible households; and

WHEREAS, the County of El Dorado (hereinafter "County"), a local public agency organized under the statutes of the State of California is eligible to receive said funds; and

WHEREAS, the development identified in the State Contract has been completed or is about to become completed and may require said funds for operational subsidy;

NOW, THEREFORE, BE IT RESOLVED that County is hereby authorized to enter into an amendment with the State for the purposes of providing such funds according to the terms of such contract; and

BE IT FURTHER RESOLVED that the Director of the Department of Mental Health of El Dorado County is hereby authorized to execute the Amendment thereto and future yearly amendments or related documents to said contract.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 23rd day of August, 1988

by the following vote of said Board:

Ayes: Supervisors Robert E. Dorr,
Patricia R. Lowe, James R. Sweeney,
Michael C. Visman, John N. Cefalu

ATTEST

BILLIE MITCHELL, County Clerk and ex-officio
Clerk of the Board of Supervisors

By Margaret E. Needy
Deputy Clerk

Noes: none

Absent: none

Patricia R. Lowe
Chairman, Board of Supervisors

DATE	COPIES SENT TO
8/25/88	Mental Health Director/Controller

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 80-RHC-009	AMENDMENT NUMBER 38
REGISTRATION NUMBER N/A	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME
 Department of Housing and Community Development

CONTRACTOR'S NAME
 County of El Dorado

2. The term of this Agreement is June 5, 1981 through September 30, 2048

3. The maximum amount of this Agreement after this amendment is: \$1,334,982.98
 (Amendment No. 38 increased the contract amount by \$58,555)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:

15 (e) The amount currently encumbered by this Agreement for the purposes of annuity fund payment for fiscal year beginning July 1, 2015 and ending June 30, 2016 is \$58,555.00. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only <div style="color: red; font-size: 1.2em; font-weight: bold;">JUN 02 2015</div>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) County of El Dorado		
BY (Authorized Signature) 	DATE SIGNED (Do not type) May 21, 2018	
PRINTED NAME AND TITLE OF PERSON SIGNING Don Ashton, M.P.A., Director, Health and Human Services Agency		
ADDRESS 3057 Briw Road, Suite A, Placerville, CA 95667		
STATE OF CALIFORNIA		
AGENCY NAME Department of Housing and Community Development		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/2/15	
PRINTED NAME AND TITLE OF PERSON SIGNING Lindy Suggs, Contracts Manager, Business and Contract Services Branch		
ADDRESS 2020 W. El Camino Avenue, RM 330, Sacramento, CA 95833		
		<input checked="" type="checkbox"/> Exempt per: SCM 4.04 A.3 (DGS Memo Dated 6/12/81)

Substitute Payee:
Mother Lode Rehabilitation Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

	MONTH	AMOUNT
	From: July 1, 2015	To: June 30, 2016
1	July 1, 2015	\$4,880.00
2	August 1, 2015	\$4,880.00
3	September 1, 2015	\$4,880.00
4	October 1, 2015	\$4,880.00
5	November 1, 2015	\$4,880.00
6	December 1, 2015	\$4,880.00
7	January 1, 2016	\$4,880.00
8	February 1, 2016	\$4,880.00
9	March 1, 2016	\$4,880.00
10	April 1, 2016	\$4,880.00
11	May 1, 2016	\$4,880.00
12	June 1, 2016	\$4,875.00
	TOTAL	\$58,555.00

Contract #: 541-F0911 A38
Index Code: 417200

CONTRACT ROUTING SHEET

Date Prepared: 5/19/15

Need Date: 5/22/15

PROCESSING DEPARTMENT:

Department: HHSA/Mental Health

Dept. Contact: Laura K. Walny

Phone #: x 7118

Department

Head Signature: 
Don Ashton, M.P.A., Director

CONTRACTOR:

Name: CA Dept Housing & Community Development

Address: 2020 W. El Camino, Rm 330
Sacramento, CA 95833

Phone: _____

CONTRACTING DEPARTMENT: HHSA/Mental Health

Service Requested: Annual pass-through funding for M.O.R.E. Housing

Contract Term: 6/5/1981- 9/30/2048 Contract/Grant Value: \$58,555 (FY 15/16)

Compliance with Human Resources requirements? N/A Yes _____ No: _____

Compliance verified by: N/A Revenue

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 5/19/15 By: 

Approved: _____ Disapproved: _____ Date: _____ By: _____

SACRAMENTO COUNTY COUNSEL

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: _____ Disapproved: _____ Date: 5/20/15 By: 

Approved: _____ Disapproved: _____ Date: _____ By: _____

nothing for risk

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.

Departments: _____

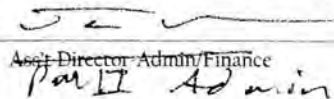
Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Please contact (Laura K. Walny ext. 7118) with questions or for contract packet pick-up. Thank you!


CFO Review

5/19/15
Date


Asst Director Admin/Finance
Par II Admin

5/19/15
Date

5/19/15



RESOLUTION No. 287-88

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

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NOW, THEREFORE, BE IT RESOLVED that County is hereby authorized to enter into an amendment with the State for the purposes of providing such funds according to the terms of such contract; and

BE IT FURTHER RESOLVED that the Director of the Department of Mental Health of El Dorado County is hereby authorized to execute the Amendment thereto and future yearly amendments or related documents to said contract.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 23rd day of August, 1988

by the following vote of said Board:

Ayes: Supervisors Robert E. Dorr,
Patricia R. Lowe, James R. Sweeney,
Michael C. Visman, John N. Cefalu

ATTEST

BILLIE MITCHELL, County Clerk and ex-officio
Clerk of the Board of Supervisors

By Margaret E. Needy
Deputy Clerk

Noes: none

Absent: none

Patricia R. Lowe
Chairman, Board of Supervisors

DATE	COPIES SENT TO
8/25/88	Mental Health Director/Controller

CONTRACTOR'S COPY

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 0 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
80-RHC-009	37
REGISTRATION NUMBER	
N/A	

This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME
 Department of Housing and Community Development

CONTRACTOR'S NAME
 County of El Dorado

The term of this Agreement is June 5, 1981 through September 30, 2048

The maximum amount of this Agreement after this amendment is: \$1,276,427.98
 (Amendment No. 37 increased the contract amount by \$55,300.00)

The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:

15 (e) The amount currently encumbered by this Agreement for the purposes of annuity fund payment for fiscal year beginning July 1, 2014 and ending June 30, 2015 is \$55,300.00. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

Exhibit E, the State of California General Terms and Conditions, are herein set forth and made part of this agreement. If there is a conflict between Exhibit E as set forth in this agreement, and the terms of the original agreement, or any amendments (including exhibits) thereto, Exhibit E shall supersede and prevail.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only <div style="color: red; font-size: 1.2em; font-weight: bold;">JUN 11 2014</div>
CONTRACTOR'S NAME (If other than an Individual, state whether a corporation, partnership, etc.)		
County of El Dorado		
Authorized Signature	DATE SIGNED (Do not type)	
	7/2/14	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Scott, M.P.A., Director, Health and Human Services Agency		
ADDRESS		
7 Briw Road, Suite A, Placerville, CA 95667		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Housing and Community Development		
Authorized Signature	DATE SIGNED (Do not type)	
	7-11-14	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Cathy Parr, Contracts Manager, Business and Contract Services Branch		
ADDRESS		
10 W. El Camino, RM 330, Sacramento, CA 95833		
		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.A.3 (DGS Memo Dated 6/12/81)

Substitute Payee:
Mother Lode Rehabilitation Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

	MONTH	AMOUNT
	From: July 1, 2014	To: June 30, 2015
1	July 1, 2014	\$4,608.00
2	August 1, 2014	\$4,608.00
3	September 1, 2014	\$4,608.00
4	October 1, 2014	\$4,608.00
5	November 1, 2014	\$4,608.00
6	December 1, 2014	\$4,608.00
7	January 1, 2015	\$4,608.00
8	February 1, 2015	\$4,608.00
9	March 1, 2015	\$4,608.00
10	April 1, 2015	\$4,608.00
11	May 1, 2015	\$4,608.00
12	June 1, 2015	\$4,612.00
	TOTAL	\$55,300.00

EXHIBIT E

STATE OF CALIFORNIA
GENERAL TERMS AND CONDITIONS – GTC 610

1. **Approval**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **Amendment**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **Assignment**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **Audit**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **Indemnification**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **Disputes**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

EXHIBIT E

7. Termination For Cause

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. Recycling Certification

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. Non-Discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. Certification Clauses

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>.

EXHIBIT E

12. Timeliness

Time is of the essence in this Agreement.

13. Compensation

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. Antitrust Claims

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

EXHIBIT E

- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. Child Support Compliance Act

For any Agreement in excess of one hundred thousand dollars (\$100,000), the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. Priority Hiring Considerations

If this Contract includes services in excess of two hundred thousand dollars (\$200,000), the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. Small Business Participation And DVBE Participation Reporting Requirements

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within sixty (60) days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within sixty (60) days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have

EXHIBIT E

been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. Loss Leader

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CONTRACTOR'S COPY

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 80-RHC-009	AMENDMENT NUMBER 36
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Department of Housing and Community Development

CONTRACTOR'S NAME
County of El Dorado

2. The term of this Agreement is June 5, 1981 through September 30, 2048

3. The maximum amount of this Agreement after this amendment is: \$1,221,127.98
 (Amendment No. 36 increased the contract amount by \$36,962.00)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:

15 (e) The amount currently encumbered by this Agreement for the purposes of annuity fund payment for fiscal year beginning November 26, 2013 and ending June 30, 2014 is \$36,962.00 (the prorated annuity from November 26, 2013 to June 30, 2014). This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years, and annuity fund payments will continue only until the annuity fund is depleted, subject to RHCP Annuity Fund Special Terms and Conditions as may be added to the Property's HLCP Regulatory Agreement, 13-HLCP-0009.

Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

Parties agree to extend Standard Agreement expiration to September 30, 2048.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only MAR 10 2014
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of El Dorado</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>3/4/2014</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Don Ashton, M.P.A., Director, Health and Human Services Agency</u>		
ADDRESS <u>3057 Briw Road, Suite A, Placerville, CA 95667</u>		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.A.3 (DGS Memo Dated 6/12/81)
AGENCY NAME <u>Department of Housing and Community Development</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>3-10-14</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Cathy Parr, Contracts Manager, Business and Contract Services Branch</u>		
ADDRESS <u>2020 W. El Camino, RM 330, Sacramento, CA 95833</u>		

Substitute Payee:
Mother Lode Rehabilitation Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

	MONTH	AMOUNT
	From: November 26, 2013	To: June 30, 2014
1	July 1, 2013	\$0.00
2	August 1, 2013	\$0.00
3	September 1, 2013	\$0.00
4	October 1, 2013	\$0.00
5	November 1, 2013	\$4,620.00
6	December 1, 2013	\$4,620.00
7	January 1, 2014	\$4,620.00
8	February 1, 2014	\$4,620.00
9	March 1, 2014	\$4,620.00
10	April 1, 2014	\$4,620.00
11	May 1, 2014	\$4,620.00
12	June 1, 2014	<u>\$4,622.00</u>
	TOTAL	\$36,962.00

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 80-RHC-009	AMENDMENT NUMBER 39
REGISTRATION NUMBER N/A	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME
Department of Housing and Community Development
 CONTRACTOR'S NAME
County of El Dorado

2. The term of this Agreement is June 5, 1981 through September 30, 2048

3. The maximum amount of this Agreement after this amendment is: \$1,396,612.98
 (Amendment No. 39 increased the contract amount by \$61,630)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:
 15 (e) The amount currently encumbered by this Agreement for the purposes of annuity fund payment for fiscal year beginning July 1, 2016 and ending June 30, 2017 is \$61,630.00. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.
 Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only AUG 08 2016
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of El Dorado</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>7/29/2016</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Don Ashton, M.P.A., Director, Health and Human Services Agency</u>		
ADDRESS <u>3057 Briw Road, Suite A, Placerville, CA 95667</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Department of Housing and Community Development</u>		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.A.3 (DGS Memo Dated 6/12/81)
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>8/8/2016</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Cathy Parr, Contracts Manager, Business and Contract Services Branch</u>		
ADDRESS <u>2020 W. El Camino Avenue, RM 330, Sacramento, CA 95833</u>		

Substitute Payee:
Mother Lode Rehabilitation Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

	MONTH	AMOUNT
	From: July 1, 2016	To: June 30, 2017
1	July 1, 2016	\$5,136.00
2	August 1, 2016	\$5,136.00
3	September 1, 2016	\$5,136.00
4	October 1, 2016	\$5,136.00
5	November 1, 2016	\$5,136.00
6	December 1, 2016	\$5,136.00
7	January 1, 2017	\$5,136.00
8	February 1, 2017	\$5,136.00
9	March 1, 2017	\$5,136.00
10	April 1, 2017	\$5,136.00
11	May 1, 2017	\$5,136.00
12	June 1, 2017	\$5,134.00
	TOTAL	\$61,630.00

Contract #: 541-F0911, A39
Index Code: 417200

CONTRACT ROUTING SHEET

Date Prepared: 07-14-2016 07-25-2016

Need Date: 08-03-2016

PROCESSING DEPARTMENT:

Department: HHSA/Mental Health
Dept. Contact: Zhana Mc Cullough
Phone #: x 7154
Department
Head Signature: Don Ashton, M.P.A., Director

CONTRACTOR:

Name: CA Dept Housing & Community Development
Address: 2020 W. El Camino, Rm 330
Sacramento, CA 95833
Phone: _____

CONTRACTING DEPARTMENT: HHSA/Mental Health

Service Requested: Annual pass-through funding for M.O.R.E. Housing
Contract Term: 6/5/1981- 9/30/2048 Contract/Grant Value: \$61,630 (FY 2016/17)
Compliance with Human Resources requirements? N/A X Yes _____ No _____
Compliance verified by: N/A Revenue

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: X Disapproved: _____ Date: 7/26/16 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY COUNSEL
2016 JUL 25 11:11:03

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: _____ Disapproved: _____ Date: 7/27/16 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

NOTHING FOR RISK
115 JUL 27 08:08:46

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

[Signature] 7/23/16
CFO Review Date
7/15/16 JACK 7/24/16

[Signature] 7/15/16
Ass't Director Admin/Finance Date
Deputy Director



RESOLUTION No. 287-88

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the County of El Dorado has executed State Contract No. 80-RHC-009 dated May, 1981, authorizing the participation in the Rental Housing Construction Program; and

WHEREAS, pursuant to Section 50735 et seq. of the California Health and Safety Code, the California Department of Housing and Community Development (hereinafter the "State") is authorized to provide funds the purpose of reducing rent levels to ensure occupancy by eligible households; and

WHEREAS, the County of El Dorado (hereinafter "County"), a local public agency organized under the statutes of the State of California is eligible to receive said funds; and

WHEREAS, the development identified in the State Contract has been completed or is about to become completed and may require said funds for operational subsidy;

NOW, THEREFORE, BE IT RESOLVED that County is hereby authorized to enter into an amendment with the State for the purposes of providing such funds according to the terms of such contract; and

BE IT FURTHER RESOLVED that the Director of the Department of Mental Health of El Dorado County is hereby authorized to execute the Amendment thereto and future yearly amendments or related documents to said contract.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 23rd day of August, 1988

by the following vote of said Board:

Ayes: Supervisors Robert E. Dorr,
Patricia R. Lowe, James R. Sweeney,
Michael C. Visman, John N. Cefalu

ATTEST

BILLIE MITCHELL, County Clerk and ex-officio
Clerk of the Board of Supervisors

By Margaret E. Needy
Deputy Clerk

Noes: none

Absent: none

Patricia R. Lowe
Chairman, Board of Supervisors

DATE	COPIES SENT TO
8/25/88	Mental Health Director/Controller

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 80-RHC-009	AMENDMENT NUMBER 38
REGISTRATION NUMBER N/A	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME
 Department of Housing and Community Development

CONTRACTOR'S NAME
 County of El Dorado

2. The term of this Agreement is June 5, 1981 through September 30, 2048

3. The maximum amount of this Agreement after this amendment is: \$1,334,982.98
 (Amendment No. 38 increased the contract amount by \$58,555)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:

15 (e) The amount currently encumbered by this Agreement for the purposes of annuity fund payment for fiscal year beginning July 1, 2015 and ending June 30, 2016 is \$58,555.00. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only <div style="color: red; font-size: 1.2em; font-weight: bold;">JUN 02 2015</div>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) County of El Dorado		
BY (Authorized Signature) 	DATE SIGNED (Do not type) May 21, 2018	
PRINTED NAME AND TITLE OF PERSON SIGNING Don Ashton, M.P.A., Director, Health and Human Services Agency		
ADDRESS 3057 Briw Road, Suite A, Placerville, CA 95667		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: SCM 4.04 A.3 (DGS Memo Dated 6/12/81)
AGENCY NAME Department of Housing and Community Development		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/2/15	
PRINTED NAME AND TITLE OF PERSON SIGNING Lindy Suggs, Contracts Manager, Business and Contract Services Branch		
ADDRESS 2020 W. El Camino Avenue, RM 330, Sacramento, CA 95833		

Substitute Payee:
Mother Lode Rehabilitation Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

	MONTH	AMOUNT
	From: July 1, 2015	To: June 30, 2016
1	July 1, 2015	\$4,880.00
2	August 1, 2015	\$4,880.00
3	September 1, 2015	\$4,880.00
4	October 1, 2015	\$4,880.00
5	November 1, 2015	\$4,880.00
6	December 1, 2015	\$4,880.00
7	January 1, 2016	\$4,880.00
8	February 1, 2016	\$4,880.00
9	March 1, 2016	\$4,880.00
10	April 1, 2016	\$4,880.00
11	May 1, 2016	\$4,880.00
12	June 1, 2016	\$4,875.00
	TOTAL	\$58,555.00

Contract #: 541-F0911 A38
Index Code: 417200

CONTRACT ROUTING SHEET

Date Prepared: 5/19/15

Need Date: 5/22/15

PROCESSING DEPARTMENT:

Department: HHSA/Mental Health

Dept. Contact: Laura K. Walny

Phone #: x 7118

Department

Head Signature: 
Don Ashton, M.P.A., Director

CONTRACTOR:

Name: CA Dept Housing & Community Development

Address: 2020 W. El Camino, Rm 330
Sacramento, CA 95833

Phone:

CONTRACTING DEPARTMENT: HHSA/Mental Health

Service Requested: Annual pass-through funding for M.O.R.E. Housing

Contract Term: 6/5/1981- 9/30/2048 Contract/Grant Value: \$58,555 (FY 15/16)

Compliance with Human Resources requirements? N/A Yes _____ No: _____

Compliance verified by: N/A Revenue

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 5/19/15 By: 

Approved: _____ Disapproved: _____ Date: _____ By: _____

DORADO COUNTY COUNSEL

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: _____ Disapproved: _____ Date: 5/20/15 By: 

Approved: _____ Disapproved: _____ Date: _____ By: _____

nothing for risk

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.

Departments: _____

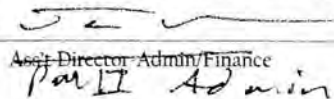
Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Please contact (Laura K. Walny ext. 7118) with questions or for contract packet pick-up. Thank you!


CFO Review

5/19/15
Date


Asst Director Admin/Finance
Par II Admin

5/19/15
Date

Rev. 12/2000 (GS-GVP)

5/19/15



RESOLUTION No. 287-88

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the County of El Dorado has executed State Contract No. 80-RHC-009 dated May, 1981, authorizing the participation in the Rental Housing Construction Program; and

WHEREAS, pursuant to Section 50735 et seq. of the California Health and Safety Code, the California Department of Housing and Community Development (hereinafter the "State") is authorized to provide funds the purpose of reducing rent levels to ensure occupancy by eligible households; and

WHEREAS, the County of El Dorado (hereinafter "County"), a local public agency organized under the statutes of the State of California is eligible to receive said funds; and

WHEREAS, the development identified in the State Contract has been completed or is about to become completed and may require said funds for operational subsidy;

NOW, THEREFORE, BE IT RESOLVED that County is hereby authorized to enter into an amendment with the State for the purposes of providing such funds according to the terms of such contract; and

BE IT FURTHER RESOLVED that the Director of the Department of Mental Health of El Dorado County is hereby authorized to execute the Amendment thereto and future yearly amendments or related documents to said contract.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 23rd day of August, 1988

by the following vote of said Board:

Ayes: Supervisors Robert E. Dorr,
Patricia R. Lowe, James R. Sweeney,
Michael C. Visman, John N. Cefalu

ATTEST

BILLIE MITCHELL, County Clerk and ex-officio
Clerk of the Board of Supervisors

By Margaret E. Needy
Deputy Clerk

Noes: none

Absent: Patricia R. Lowe
Chairman, Board of Supervisors

DATE	COPIES SENT TO
8/25/88	Mental Health Director/Controller



RESOLUTION No. 287-88

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the County of El Dorado has executed State Contract No. 80-RHC-009 dated May, 1981, authorizing the participation in the Rental Housing Construction Program; and

WHEREAS, pursuant to Section 50735 et seq. of the California Health and Safety Code, the California Department of Housing and Community Development (hereinafter the "State") is authorized to provide funds the purpose of reducing rent levels to ensure occupancy by eligible households; and

WHEREAS, the County of El Dorado (hereinafter "County"), a local public agency organized under the statutes of the State of California is eligible to receive said funds; and

WHEREAS, the development identified in the State Contract has been completed or is about to become completed and may require said funds for operational subsidy;

NOW, THEREFORE, BE IT RESOLVED that County is hereby authorized to enter into an amendment with the State for the purposes of providing such funds according to the terms of such contract; and

BE IT FURTHER RESOLVED that the Director of the Department of Mental Health of El Dorado County is hereby authorized to execute the Amendment thereto and future yearly amendments or related documents to said contract.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 23rd day of August, 1988

by the following vote of said Board:

Ayes: Supervisors Robert E. Dorr,
Patricia R. Lowe, James R. Sweeney,
Michael C. Visman, John N. Cefalu

ATTEST

BILLIE MITCHELL, County Clerk and ex-officio
Clerk of the Board of Supervisors

By Margaret E. Needy
Deputy Clerk

Noes: none

Absent: none

Patricia R. Lowe
Chairman, Board of Supervisors

DATE	COPIES SENT TO
8/25/88	Mental Health Director/Controller

CONTRACTOR'S COPY

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
80-RHC-009	37
REGISTRATION NUMBER	
N/A	

This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

Department of Housing and Community Development

CONTRACTOR'S NAME

County of El Dorado

The term of this

Agreement is June 5, 1981 through September 30, 2048

The maximum amount of this \$1,276,427.98

Agreement after this amendment is: (Amendment No. 37 increased the contract amount by \$55,300.00)

The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:

15 (e) The amount currently encumbered by this Agreement for the purposes of annuity fund payment for fiscal year beginning July 1, 2014 and ending June 30, 2015 is \$55,300.00. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

Exhibit E, the State of California General Terms and Conditions, are herein set forth and made part of this agreement. If there is a conflict between Exhibit E as set forth in this agreement, and the terms of the original agreement, or any amendments (including exhibits) thereto, Exhibit E shall supersede and prevail.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only <div style="color: red; font-size: 1.2em; font-weight: bold;">JUN 11 2014</div>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
County of El Dorado		
Authorized Signature	DATE SIGNED (Do not type)	
	7/2/14	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Ashton, M.P.A., Director, Health and Human Services Agency		
ADDRESS		
7 Briw Road, Suite A, Placerville, CA 95667		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Housing and Community Development		
Authorized Signature	DATE SIGNED (Do not type)	
	7-11-14	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Cathy Parr, Contracts Manager, Business and Contract Services Branch		
ADDRESS		
1000 W. El Camino, RM 330, Sacramento, CA 95833		
		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.A.3 (DGS Memo Dated 6/12/81)

Substitute Payee:
Mother Lode Rehabilitation Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

	MONTH	AMOUNT
	From: July 1, 2014	To: June 30, 2015
1	July 1, 2014	\$4,608.00
2	August 1, 2014	\$4,608.00
3	September 1, 2014	\$4,608.00
4	October 1, 2014	\$4,608.00
5	November 1, 2014	\$4,608.00
6	December 1, 2014	\$4,608.00
7	January 1, 2015	\$4,608.00
8	February 1, 2015	\$4,608.00
9	March 1, 2015	\$4,608.00
10	April 1, 2015	\$4,608.00
11	May 1, 2015	\$4,608.00
12	June 1, 2015	\$4,612.00
	TOTAL	\$55,300.00

EXHIBIT E

STATE OF CALIFORNIA
GENERAL TERMS AND CONDITIONS – GTC 610

1. **Approval**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **Amendment**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **Assignment**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **Audit**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **Indemnification**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **Disputes**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

EXHIBIT E

7. Termination For Cause

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. Recycling Certification

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. Non-Discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. Certification Clauses

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>.

EXHIBIT E

12. Timeliness

Time is of the essence in this Agreement.

13. Compensation

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. Antitrust Claims

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

EXHIBIT E

- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. Child Support Compliance Act

For any Agreement in excess of one hundred thousand dollars (\$100,000), the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. Priority Hiring Considerations

If this Contract includes services in excess of two hundred thousand dollars (\$200,000), the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. Small Business Participation And DVBE Participation Reporting Requirements

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within sixty (60) days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within sixty (60) days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have

EXHIBIT E

been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. Loss Leader

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CONTRACTOR'S COPY

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 80-RHC-009	AMENDMENT NUMBER 36
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Department of Housing and Community Development

CONTRACTOR'S NAME
County of El Dorado

2. The term of this Agreement is June 5, 1981 through September 30, 2048

3. The maximum amount of this Agreement after this amendment is: \$1,221,127.98
 (Amendment No. 36 increased the contract amount by \$36,962.00)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:

15 (e) The amount currently encumbered by this Agreement for the purposes of annuity fund payment for fiscal year beginning November 26, 2013 and ending June 30, 2014 is \$36,962.00 (the prorated annuity from November 26, 2013 to June 30, 2014). This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years, and annuity fund payments will continue only until the annuity fund is depleted, subject to RHCP Annuity Fund Special Terms and Conditions as may be added to the Property's HLCP Regulatory Agreement, 13-HLCP-0009.

Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

Parties agree to extend Standard Agreement expiration to September 30, 2048.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only MAR 10 2014
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of El Dorado</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>3/4/2014</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Don Ashton, M.P.A., Director, Health and Human Services Agency</u>		
ADDRESS <u>3057 Briw Road, Suite A, Placerville, CA 95667</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Department of Housing and Community Development</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>3-10-14</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Cathy Parr, Contracts Manager, Business and Contract Services Branch</u>		
ADDRESS <u>2020 W. El Camino, RM 330, Sacramento, CA 95833</u>		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.A.3 (DGS Memo Dated 6/12/81)

Substitute Payee:
Mother Lode Rehabilitation Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

	MONTH	AMOUNT
	From: November 26, 2013	To: June 30, 2014
1	July 1, 2013	\$0.00
2	August 1, 2013	\$0.00
3	September 1, 2013	\$0.00
4	October 1, 2013	\$0.00
5	November 1, 2013	\$4,620.00
6	December 1, 2013	\$4,620.00
7	January 1, 2014	\$4,620.00
8	February 1, 2014	\$4,620.00
9	March 1, 2014	\$4,620.00
10	April 1, 2014	\$4,620.00
11	May 1, 2014	\$4,620.00
12	June 1, 2014	<u>\$4,622.00</u>
	TOTAL	\$36,962.00

Contract #: 541-F0911
Index Code: 417200

CONTRACT ROUTING SHEET

Date Prepared: Thursday, October 24, 2013 *To Counsel: 11/5/13* Need Date: 11/19/13

PROCESSING DEPARTMENT:
Department: Health & Human Services Agency
Dept. Contact: Kathy Lang
Phone #: X 7147
Department
Head Signature: *[Signature]*
Don Ashton, M.P.A., Interim Director

CONTRACTOR:
Name: CA Dept Housing and Community Development
Address: 2020 W. El Camino, Rm 330
Sacramento, CA 95833
Phone: _____

CONTRACTING DEPARTMENT: Health and Human Services Agency – Mental Health
Service Requested: Amendment 35 to annual pass-thru funding for M.O.R.E. housing
Contract Term: 6/5/81 – 11/25/15 Contract/Grant Value: \$1,184,166 with \$1,278.00 increase in this A-35

Compliance with Human Resources requirements? N/A Yes No:
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)
Approved: X Disapproved: _____ Date: 11/6/13 By: *[Signature]*
Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY INFORMATION SERVICES DEPT.
2013 NOV -5 12:40 PM

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
*nothing for Risk
Gueh 11/7/13*

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).
NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.
Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

[Signature] 10/24/13 Contracts Supe Review/Date
Program Mgr, Review/Date
[Signature] 10/29/13 Contracts Mgr, Review/Date
[Signature] 11/12/13 CFO Review/Date

CONTRACTOR'S COPY

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
80-RHC-009	35
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME
Department of Housing and Community Development
 CONTRACTOR'S NAME
County of El Dorado

2. The term of this Agreement is June 5, 1981 through November 25, 2015

3. The maximum amount of this Agreement after this amendment is: \$1,184,165.98
 (Amendment No. 35 increased the contract amount by \$1,278.00)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:

15 (e) The amount currently encumbered by this Agreement for the purposes of additional annuity fund payment for fiscal year beginning July 1, 2012 and ending June 30, 2013 is \$1,278.00. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only NOV 22 2013
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of El Dorado</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>Nov. 12, 2013</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Don Ashton, M.P.A., Interim Director, Health and Human Services Agency</u>		
ADDRESS <u>3057 Briw Road, Suite A, Placerville, CA 95667</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Department of Housing and Community Development</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>11-22-13</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Cathy Parr, Contracts Manager, Business and Contract Services Branch</u>		
ADDRESS <u>2020 W. El Camino, RM 330, Sacramento, CA 95833</u>		
		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.A.3 (DGS Memo Dated 6/12/81)

Substitute Payee:
Mother Lode Rehabilitation Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

	MONTH	AMOUNT
	From: July 1, 2012	To: June 30, 2013
1	July 1, 2012	\$1,278.00
2	August 1, 2012	\$0.00
3	September 1, 2012	\$0.00
4	October 1, 2012	\$0.00
5	November 1, 2012	\$0.00
6	December 1, 2012	\$0.00
7	January 1, 2013	\$0.00
8	February 1, 2013	\$0.00
9	March 1, 2013	\$0.00
10	April 1, 2013	\$0.00
11	May 1, 2013	\$0.00
12	June 1, 2013	<u>\$0.00</u>
	TOTAL	\$1,278.00

Contract #: A34 to 541-F0911
Index Code: 417200

CONTRACT ROUTING SHEET

Date Prepared: September 6, 2013

Need Date: 9/30/13

PROCESSING DEPARTMENT:

Department: Health and Human Services Agency

Dept. Contact: Kathy lang

Phone #: X7147

Department

Head Signature: 
Don Ashton, M.P.A., Interim Director

CONTRACTOR:

Name: CA Dept of Housing & Comm Development

Address: 2020 W El Camino, Rm 330

Sacramento, CA 95833

Phone:

CONTRACTING DEPARTMENT: Health and Human Services Agency – Mental Health Division

Service Requested: Annual pass-through funding for M.O.R.E. Housing

Contract Term: 6/5/81 – 11/25/15

Contract/Grant Value: \$25,209 (FY 2013-14)

Compliance with Human Resources requirements? N/A Yes No

Compliance verified by: Revenue Agreement requires no HR review

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 9/15/13

By: 

Approved: Disapproved: Date:

By:

EL DORADO COUNTY COUNSEL
2013 SEP 16 PM 1:13

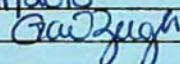
PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: By:

Approved: Disapproved: Date: By:

Agmt with Public Entity – State of California

nothing for Risk to Approve
9/21/2013


RECEIVED
HUMAN RESOURCES DEPT.
13 SEP 20 11:44

Please contact Kathy Lang x7147 for pick-up. Thank you!

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

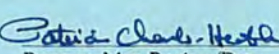
NOTE: All contracts that involve the acquisition of software or computer related items must be approved by IT first. Any contract that requires approval from another department must also be first approved by the other department.

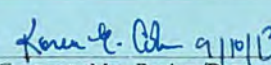
Departments:

Approved: Disapproved: Date: By:

Approved: Disapproved: Date: By:


Contracts Supe Review/Date


Program Mgr, Review/Date


Contracts Mgr. Review/Date


CFO Review/Date 9/12/13

ROD:db
8/9/88
more.res



RESOLUTION No. 287-88

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the County of El Dorado has executed State Contract No. 80-RHC-009 dated May, 1981, authorizing the participation in the Rental Housing Construction Program; and

WHEREAS, pursuant to Section 50735 et seq. of the California Health and Safety Code, the California Department of Housing and Community Development (hereinafter the "State") is authorized to provide funds the purpose of reducing rent levels to ensure occupancy by eligible households; and

WHEREAS, the County of El Dorado (hereinafter "County"), a local public agency organized under the statutes of the State of California is eligible to receive said funds; and

WHEREAS, the development identified in the State Contract has been completed or is about to become completed and may require said funds for operational subsidy;

NOW, THEREFORE, BE IT RESOLVED that County is hereby authorized to enter into an amendment with the State for the purposes of providing such funds according to the terms of such contract; and

BE IT FURTHER RESOLVED that the Director of the Department of Mental Health of El Dorado County is hereby authorized to execute the Amendment thereto and future yearly amendments or related documents to said contract.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 23rd day of August, 1988

by the following vote of said Board:
Ayes: Supervisors Robert E. Dorr,
Patricia R. Lowe, James R. Sweeney,
Michael C. Visman, John N. Cefalu

ATTEST
BILLY MITCHELL, County Clerk and ex-officio
Clerk of the Board of Supervisors

Noes: none
Absent: none
Patricia R. Lowe
Chairman, Board of Supervisors

By *Margaret Needy*
Deputy Clerk

DATE	COPIES SENT TO
8/25/88	Mental Health Dorr Lowe Sweeney Visman Cefalu

CONTRACTOR'S COPY

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 8/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 80-RHC-009	AMENDMENT NUMBER 34
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Department of Housing and Community Development
 CONTRACTOR'S NAME
County of El Dorado
2. The term of this Agreement is June 5, 1981 through November 25, 2015
3. The maximum amount of this Agreement after this amendment is: \$1,182,887.98
 (Amendment No. 34 increased the contract amount by \$25,209.00)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

 Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:

 15 (e) The amount currently encumbered by this Agreement for the purposes of annuity fund payment for fiscal year beginning July 1, 2013 and ending November 25, 2013 is \$25,209.00 (the prorated annuity from July 1, 2013 to November 25, 2013). This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

 Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain the same.

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

CONTRACTOR	CALIFORNIA Department of General Services Use Only	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of El Dorado</u>	OCT 1 2013	
BY (Authorized Signature) 		DATE SIGNED (Do not type) <u>9/25/2013</u>
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Don Ashton, M.P.A., Interim Director, Health and Human Services Agency</u>		
ADDRESS <u>3057 Briw Road, Suite A, Placerville, CA 95667</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Department of Housing and Community Development</u>	<input checked="" type="checkbox"/> Exempt per: SCM 4.04.A.3 (DGS Memo Dated 6/12/81)	
BY (Authorized Signature) 		DATE SIGNED (Do not type) <u>10-3-13</u>
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Cathy Parr, Contracts Manager, Business and Contract Services Branch</u>		
ADDRESS <u>2020 W. El Camino, RM 330, Sacramento, CA 95833</u>		

County of El Dorado
Contract No.80-RHC-009
Amendment No. 34
Page 1 of 1

Substitute Payee:
Mother Lode Rehabilitation Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

	MONTH	AMOUNT
	From: July 1, 2013	To: November 25, 2013
1	July 1, 2013	\$5,041.00
2	August 1, 2013	\$5,041.00
3	September 1, 2013	\$5,041.00
4	October 1, 2013	\$5,041.00
5	November 1, 2013	\$5,045.00
6	December 1, 2013	\$0.00
7	January 1, 2014	\$0.00
8	February 1, 2014	\$0.00
9	March 1, 2014	\$0.00
10	April 1, 2014	\$0.00
11	May 1, 2014	\$0.00
12	June 1, 2014	<u>\$0.00</u>
	TOTAL	\$25,209.00

Purchaser Contract No: A33 to 541-F0911
Index Code: 419100

CONTRACT ROUTING SHEET

Date Prepared: 9/10/12

Need Date: 9/24/12

PROCESSING DEPARTMENT:
Department: HHS / Mental Health

CONTRACTOR:
Name: CA Dept of Housing & Comm Development

Dept. Contact: Kathy Lang
Phone #: X7147

Address: 1800 3rd Street
Sacramento, CA 94252-2054

Department Head Signature: *Daniel Nielson*
Daniel Nielson, M.P.A., Director

Phone: 916-327-6660

CONTRACTING DEPARTMENT: Health and Human Services Agency - MHD
Service Requested: Annuity funding for housing for developmentally disabled persons
Contract Term: 6/5/81 - 11/25/15 Contract Value: \$61,637 (FY 2012-13)
Compliance with Human Resources requirements? Yes x No: _____
Compliance verified by: Feasibility Analysis attached

COUNTY COUNSEL: (Must approve all contracts and MOU's)
Approved: ✓ Disapproved: _____ Date: 9/11/12 By: *Jessie Beck*
Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY COUNSEL
2012 SEP 11 11:13:20

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)
Approved: ✓ Disapproved: _____ Date: 9-12-12 By: *SS*
Approved: _____ Disapproved: _____ Date: _____ By: _____

Public Safety - State of CA

RISK MANAGER
EL DORADO COUNTY

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract)
Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

HUMAN SERVICES DEPT.
13 SEP 12 AM 9:39

HA 9.6.12
Contracts Review/date

R. Webb 9/7/12
Contracts Mgr Review/date

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 80-RHC-009	AMENDMENT NUMBER 33
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Department of Housing and Community Development
 CONTRACTOR'S NAME
County of El Dorado

2. The term of this Agreement is June 5, 1981 through November 25, 2015

3. The maximum amount of this Agreement after this amendment is: \$1,157,678.98
 (Amendment No. 33 increased the contract amount by \$61,637.00)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:

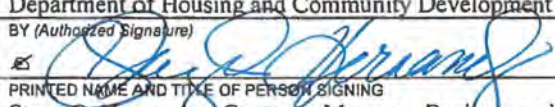
15 (e) The amount currently encumbered by this Agreement for the purposes of annuity fund payment is \$61,637.00 for fiscal year beginning July 1, 2012 and ending June 30, 2013. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

Parties agree to extend Standard Agreement expiration to November 25, 2015 for audit submission (due to Regulatory Agreement having been extended to Promissory Note due date of November 25, 2013).

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only SEP 28 2012
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of El Dorado</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>9-18-2012</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Daniel Nielson, MPA, Director of the Health and Human Services Agency</u>		
ADDRESS <u>670 Placerville Drive, Suite 1B, Placerville, CA 95667-4200</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Department of Housing and Community Development</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>9/28/12</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Stacy Q. Hernandez, Contracts Manager, Business and Contract Services Branch</u>		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.3 (DGS Memo Dated 6/12/81)
ADDRESS <u>1800 3rd Street, Sacramento, CA 95811</u>		

County of El Dorado
Contract No.80-RHC-009
Amendment No. 33
Page 1 of 1

Substitute Payee:
Mother Lode Rehabilitation Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

	MONTH	AMOUNT
	From: July 1, 2012	To: June 30, 2013
1	July 1, 2012	\$5,136.00
2	August 1, 2012	\$5,136.00
3	September 1, 2012	\$5,136.00
4	October 1, 2012	\$5,136.00
5	November 1, 2012	\$5,136.00
6	December 1, 2012	\$5,136.00
7	January 1, 2013	\$5,136.00
8	February 1, 2013	\$5,136.00
9	March 1, 2013	\$5,136.00
10	April 1, 2013	\$5,136.00
11	May 1, 2013	\$5,136.00
12	June 1, 2013	<u>\$5,141.00</u>

TOTAL \$61,637.00

Purchasing Contract No: A-32, 541-F0911
Index Code: 419200

CONTRACT ROUTING SHEET

Date Prepared: 4/27/12

Need Date: 5/11/12

PROCESSING DEPARTMENT:

Department: HHSA - Mental Health
Dept. Contact: Kathy Lang x 6362
2nd Contact: Zhana McCullough
Location: 941 Spring St, Ste 4, Placerville
Department Head Signature: [Signature]
Daniel Nielson, MPA, Director

CONTRACTOR:

Name: CA Dept of Housing and Com Dev.
Address: 1800 3rd Street
Sacramento, CA 95811
Phone: _____

CONTRACTING DEPARTMENT: Health and Human Services Agency

Service Requested: Housing grant for M.O.R.E.
Contract Term: 6/5/81 - 8/10/14 Contract Value: \$1,096,042
Compliance with Human Resources requirements? Yes No
Compliance verified by: N/A - grant agmt

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Cond'1 Disapproved: _____ Date: 4/30/12 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

Cond'1 Approval: please revise Exhibit D to read "Exhibit D1" to avoid confusion with the prior Exhibit D during the same time period. Done 5/8/12 Kay.

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 5-1-12 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____
RISK MANAGER
EL DORADO COUNTY

This is a funding grant - does not require Risk Management approval

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract)

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____



RESOLUTION No. 287-88

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the County of El Dorado has executed State Contract No. 80-RHC-009 dated May, 1981, authorizing the participation in the Rental Housing Construction Program; and

WHEREAS, pursuant to Section 50735 et seq. of the California health and Safety Code, the California Department of Housing and Community Development (hereinafter the "State") is authorized to provide funds the purpose of reducing rent levels to ensure occupancy by eligible households; and

WHEREAS, the County of El Dorado (hereinafter "County"), a local public agency organized under the statutes of the State of California is eligible to receive said funds; and

WHEREAS, the development identified in the State Contract has been completed or is about to become completed and may require said funds for operational subsidy;

NOW, THEREFORE, BE IT RESOLVED that County is hereby authorized to enter into an amendment with the State for the purposes of providing such funds according to the terms of such contract; and

BE IT FURTHER RESOLVED that the Director of the Department of Mental Health of El Dorado County is hereby authorized to execute the Amendment thereto and future yearly amendments or related documents to said contract.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 23rd day of August, 1988 by the following vote of said Board:

Ayes: Supervisors Robert E. Dorr,
Patricia R. Lowe, James R. Sweeney,
Michael C. Visman, John N. Cefalu

ATTEST
BILLIE MITCHELL, County Clerk and ex-officio
Clerk of the Board of Supervisors

Noes: none
Absent: *William R. ...*
Chairman, Board of Supervisors

By *Margaret E. Needy*
Deputy Clerk

DATE	COPIES SENT TO
8/25/88	Mental Health Director

DEW:db
12/2/82



RESOLUTION No. 323-82

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the County of El Dorado has executed State Contract No. 80-RHC-009 dated May 18, 1981, and approved by the Board of Supervisors on May 26, 1981, authorizing the participation in the Rental Housing Construction Program; and

WHEREAS, pursuant to Section 50735 et seq., of the California Health and Safety Code, the California Department of Housing and Community Development (hereinafter the "State") is authorized to provide funds for the purpose of reducing rent levels to ensure occupancy by eligible households; and

WHEREAS, County of El Dorado (hereinafter County), a local public agency organized under the statutes of the State of California is eligible to receive said funds; and

WHEREAS, the development identified in the State Contract has been completed or is about to be completed and may require said funds for operational subsidy.

NOW, THEREFORE, BE IT RESOLVED that the County is hereby authorized to enter into an amendment with the State for the purposes of providing such funds according to the terms of such contract.

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of the County of El Dorado is hereby authorized to execute the amendment thereto or related documents on behalf of the housing authority.

RESOLUTION NO. 323-82

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 7th day of December, 1982, by the following vote of said Board:

ATTENTY:
DOROTHY BRIDGEMAN, County Clerk and ex-officio
Clerk of the Board of Supervisors

By Doris Bridgett
Deputy Clerk

Ayes:

Supervisors ROBERT E. DORR, PATRICIA R. LOWE, W. P. WALKER, JOSEPH V. FLYNN, THOMAS L. STEWART

Noes:

None

Absent:

None

W.P. Walker
Chairman, Board of Supervisors

DATE	COPIES SENT TO
12/14/82	County Assessor
"	State of Calif. Dept of Housing
"	Ch. O. E.
"	Auditor
"	LLK

CONTRACTOR'S COPY

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 80-RHC-009	AMENDMENT NUMBER 32
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Department of Housing and Community Development
 CONTRACTOR'S NAME
County of El Dorado
- The term of this Agreement is June 5, 1981 through August 10, 2014
- The maximum amount of this Agreement after this amendment is: \$1,096,041.98
 (Amendment No. 32 increased the contract amount by \$1,498.00)
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

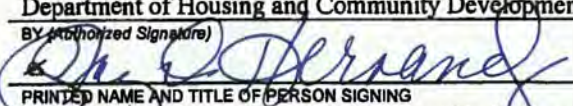
 Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:

 15 (e) The amount currently encumbered by this Agreement for the purposes of additional annuity fund payment for revised audits during the fiscal years beginning July 1, 2008 and ending June 30, 2011 is \$1,498.00. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

 Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only MAY 24 2012
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of El Dorado</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>5-15-2012</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Daniel Nielson, MPA, Director of the Health and Human Services Agency</u>		
ADDRESS <u>670 Placerville Drive, Suite 1B, Placerville, CA 95667-4200</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Department of Housing and Community Development</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>5/24/12</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Stacy Q. Hernandez, Contracts Manager, Business and Contract Services Branch</u>		
ADDRESS <u>1800 3rd Street, Sacramento, CA 95811</u>		
		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.3 (DGS Memo Dated 6/12/81)

Substitute Payee:
Mother Lode Rehabilitaion Enterprises, Inc.

EXHIBIT D (REVISED)
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

Note: Amendment No. 32 with Exhibit D (Revised) provides additional \$1,498.00 Annuity for Revised Audits for Fiscal Years 2006/07 - 2010/11 and does not affect the \$54,727.00 Annuity paid for Fiscal Year 2011/12 on Contract Amendment No. 31.

MONTH		AMOUNT
From: July 1, 2011		To: June 30, 2012
1	July 1, 2011	\$1,498.00
2	August 1, 2011	\$0.00
3	September 1, 2011	\$0.00
4	October 1, 2011	\$0.00
5	November 1, 2011	\$0.00
6	December 1, 2011	\$0.00
7	January 1, 2012	\$0.00
8	February 1, 2012	\$0.00
9	March 1, 2012	\$0.00
10	April 1, 2012	\$0.00
11	May 1, 2012	\$0.00
12	June 1, 2012	\$0.00
TOTAL		\$1,498.00

Revised 5/8/2012

~~AUTHORIZATION OF SUBSTITUTE PAYEE~~

Date: February 21, 1990

To: Department of Housing and Community Development
P.O. Box 952054
Sacramento CA 94252

Office of the State Controller
1227 "O" Street
Sacramento CA 95814

Pursuant to the terms of Standard Agreement Number 80-RHC-009, and effective immediately,

~~County of El Dorado~~
(Name of Contractor Under State Contract)

requests and authorizes that the RHCP annuity payment warrants be made out in the name of and mailed to the:

~~Mother Lode Rehabilitation Enterprises, Inc.~~
(Name of Substitute Payee Organization)

399 Placerville Drive
Placerville CA 95667
(Address of the Substitute Payee Organization)

County of El Dorado

By: Jerome P. Breen
Jerome P. Breen, Director
El Dorado County Mental Health
931 Spring Street
Placerville CA 95667

Date: February 26, 1990

Internal Contract No: A-31, 541-F0911
 Purchasing Contract No: same
 Index Code: 419100

CONTRACT ROUTING SHEET

Date Prepared: 2/21/12 Need Date: 3/6/12

PROCESSING DEPARTMENT:

Department: HHSA - Mental Health
 Dept. Contact: Kathy Lang x 6362
 2nd Contact: Zhana McCullough
 Location: 941 Spring St, Ste 4, Placerville
 Department Head Signature: *Daniel Nielson*
Daniel Nielson, MPA, Director

CONTRACTOR:

Name: CA Dept of Housing and Community Development
 Address: 1800 3rd Street
Sacramento, CA 94252-2054
916-327-6660
 Phone: _____

CONTRACTING DEPARTMENT: Health and Human Services Department

Service Requested: Annuity funding for housing for developmentally disabled
 Contract Term: 6/5/81 - 8/10/12 Contract Value: \$1,094,544.00
 Compliance with Human Resources requirements? Yes No:
 Compliance verified by: N/A - Incoming Funding

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 2-28-12 By: *Est. [Signature]*
 Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY COUNSEL
 2012 FEB 21 PM 1:24

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 2/29/12 By: *[Signature]*
 Approved: _____ Disapproved: _____ Date: _____ By: _____

RECEIVED
 HUMAN RESOURCES DEPT
 2 FEB 28 PM 4:30

Funding Agmt – does not require Risk Mgmt Review

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract)

Departments: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

Program Manager _____ Date _____	<u><i>[Signature]</i></u> Finance	<u>2/6/12</u> Date
-------------------------------------	--------------------------------------	-----------------------



RESOLUTION No. 287-88

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the County of El Dorado has executed State Contract No. 80-RHC-009 dated May, 1981, authorizing the participation in the Rental Housing Construction Program; and

WHEREAS, pursuant to Section 50735 et seq. of the California health and Safety Code, the California Department of Housing and Community Development (hereinafter the "State") is authorized to provide funds the purpose of reducing rent levels to ensure occupancy by eligible households; and

WHEREAS, the County of El Dorado (hereinafter "County"), a local public agency organized under the statutes of the State of California is eligible to receive said funds; and

WHEREAS, the development identified in the State Contract has been completed or is about to become completed and may require said funds for operational subsidy;

NOW, THEREFORE, BE IT RESOLVED that County is hereby authorized to enter into an amendment with the State for the purposes of providing such funds according to the terms of such contract; and

BE IT FURTHER RESOLVED that the Director of the Department of Mental Health of El Dorado County is hereby authorized to execute the Amendment thereto and future yearly amendments or related documents to said contract.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 23rd day of August, 1988 by the following vote of said Board:

Ayes: Supervisors Robert E. Dorr, Patricia R. Lowe, James R. Sweeney, Michael C. Visman, John N. Cefalu

ATTEST
SALLY MITCHELL, County Clerk and ex-officio Clerk of the Board of Supervisors

Noes: none
Absent: none
Patricia R. Lowe
Chairman, Board of Supervisors

By *Margaret E. Moody*
Deputy Clerk

DATE	COPIES SENT TO
8/23/88	Misses Dorr, Lowe, Sweeney, Visman, Cefalu

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 80-RHC-009	AMENDMENT NUMBER 31
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Department of Housing and Community Development

CONTRACTOR'S NAME
County of El Dorado

2. The term of this Agreement is June 5, 1981 through August 10, 2014

3. The maximum amount of this Agreement after this amendment is: \$1,094,543.98
 (Amendment No. 31 increased the contract amount by \$54,727.00)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:
 15 (e) The amount currently encumbered by this Agreement for the purposes of annuity fund payment for the fiscal year beginning July 1, 2011 and ending June 30, 2012 is \$54,727.00. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

The parties agree to extend the Standard Agreement expiration to August 10, 2014 for audit submission.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only MAR 22 2012
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of El Dorado</u>		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type) <u>3-13-2012</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Daniel Nielson, MPA, Director of the Health and Human Services Agency</u>		
ADDRESS <u>670 Placerville Drive, Suite 1B, Placerville, CA 95667-4200</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Department of Housing and Community Development</u>		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.3 (DGS Memo Dated 6/12/81)
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type) <u>3/22/12</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Stacy Q. Hernandez, Contracts Manager, Business and Contract Services Branch</u>		
ADDRESS <u>1800 3rd Street, Sacramento, CA 95811</u>		

County of El Dorado
Contract No.80-RHC-009
Amendment No. 31
Page 1 of 1

Substitute Payee:
Mother Lode Rehabilitaion Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

	MONTH	AMOUNT
	From: July 1, 2011	To: June 30, 2012
1	July 1, 2011	\$4,560.00
2	August 1, 2011	\$4,560.00
3	September 1, 2011	\$4,560.00
4	October 1, 2011	\$4,560.00
5	November 1, 2011	\$4,560.00
6	December 1, 2011	\$4,560.00
7	January 1, 2012	\$4,560.00
8	February 1, 2012	\$4,560.00
9	March 1, 2012	\$4,560.00
10	April 1, 2012	\$4,560.00
11	May 1, 2012	\$4,560.00
12	June 1, 2012	<u>\$4,567.00</u>
	TOTAL	\$54,727.00

Purchasing Contract No: A-32, 541-F0911
Index Code: 419200

CONTRACT ROUTING SHEET

Date Prepared: 4/27/12

Need Date: 5/11/12

PROCESSING DEPARTMENT:

Department: HHSA - Mental Health
Dept. Contact: Kathy Lang x 6362
2nd Contact: Zhana McCullough
Location: 941 Spring St, Ste 4, Placerville
Department Head Signature: [Signature]
Daniel Nielson, MPA, Director

CONTRACTOR:

Name: CA Dept of Housing and Com Dev.
Address: 1800 3rd Street
Sacramento, CA 95811
Phone: _____

CONTRACTING DEPARTMENT: Health and Human Services Agency

Service Requested: Housing grant for M.O.R.E.
Contract Term: 6/5/81 - 8/10/14 Contract Value: \$1,096,042
Compliance with Human Resources requirements? Yes No
Compliance verified by: N/A - grant agmt

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Cond'1 Disapproved: _____ Date: 4/30/12 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

Cond'1 Approval: please revise Exhibit D to read "Exhibit D1" to avoid confusion with the prior Exhibit D during the same time period. Done 5/8/12 Kay.

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 5-1-12 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____
RISK MANAGER
EL DORADO COUNTY

This is a funding grant - does not require Risk Management approval

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract)

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____



RESOLUTION No. 287-88

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the County of El Dorado has executed State Contract No. 80-RHC-009 dated May, 1981, authorizing the participation in the Rental Housing Construction Program; and

WHEREAS, pursuant to Section 50735 et seq. of the California health and Safety Code, the California Department of Housing and Community Development (hereinafter the "State") is authorized to provide funds the purpose of reducing rent levels to ensure occupancy by eligible households; and

WHEREAS, the County of El Dorado (hereinafter "County"), a local public agency organized under the statutes of the State of California is eligible to receive said funds; and

WHEREAS, the development identified in the State Contract has been completed or is about to become completed and may require said funds for operational subsidy;

NOW, THEREFORE, BE IT RESOLVED that County is hereby authorized to enter into an amendment with the State for the purposes of providing such funds according to the terms of such contract; and

BE IT FURTHER RESOLVED that the Director of the Department of Mental Health of El Dorado County is hereby authorized to execute the Amendment thereto and future yearly amendments or related documents to said contract.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 23rd day of August, 1988 by the following vote of said Board:

Ayes: Supervisors Robert E. Dorr,
Patricia R. Lowe, James R. Sweeney,
Michael C. Visman, John N. Cefalu

ATTEST
BILLIE MITCHELL, County Clerk and ex-officio
Clerk of the Board of Supervisors

Noes: none
Absent: none
William R. ...
Chairman, Board of Supervisors

By *Margaret E. Needy*
Deputy Clerk

DATE	COPIES SENT TO
8/25/88	Mental Health Director

DEW:db
12/2/82



RESOLUTION No. 323-82

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the County of El Dorado has executed State Contract No. 80-RHC-009 dated May 18, 1981, and approved by the Board of Supervisors on May 26, 1981, authorizing the participation in the Rental Housing Construction Program; and

WHEREAS, pursuant to Section 50735 et seq., of the California Health and Safety Code, the California Department of Housing and Community Development (hereinafter the "State") is authorized to provide funds for the purpose of reducing rent levels to ensure occupancy by eligible households; and

WHEREAS, County of El Dorado (hereinafter County), a local public agency organized under the statutes of the State of California is eligible to receive said funds; and

WHEREAS, the development identified in the State Contract has been completed or is about to be completed and may require said funds for operational subsidy.

NOW, THEREFORE, BE IT RESOLVED that the County is hereby authorized to enter into an amendment with the State for the purposes of providing such funds according to the terms of such contract.

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of the County of El Dorado is hereby authorized to execute the amendment thereto or related documents on behalf of the housing authority.

RESOLUTION NO. 323-82

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 7th day of December, 1982, by the following vote of said Board:

ATTENTY:
DOROTHY BRIDGEMAN, County Clerk and ex-officio
Clerk of the Board of Supervisors

By Doris Bridgett
Deputy Clerk

Ayes: Supervisors ROBERT E. DORR, PATRICIA R. LOWE, W. P. WALKER, JOSEPH V. FLYNN, THOMAS L. STEWART
None
Absent: None

W.P. Walker
Chairman, Board of Supervisors

DATE	COPIES SENT TO
12/14/82	County Assessor
"	State of Calif. Dept of Housing
"	Ch. O. E.
"	Auditor
"	LLK

CONTRACTOR'S COPY

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 80-RHC-009	AMENDMENT NUMBER 32
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Department of Housing and Community Development
 CONTRACTOR'S NAME
County of El Dorado
- The term of this Agreement is June 5, 1981 through August 10, 2014
- The maximum amount of this Agreement after this amendment is: \$1,096,041.98
 (Amendment No. 32 increased the contract amount by \$1,498.00)
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

 Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:

 15 (e) The amount currently encumbered by this Agreement for the purposes of additional annuity fund payment for revised audits during the fiscal years beginning July 1, 2008 and ending June 30, 2011 is \$1,498.00. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

 Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only MAY 24 2012
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of El Dorado</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>5-15-2012</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Daniel Nielson, MPA, Director of the Health and Human Services Agency</u>		
ADDRESS <u>670 Placerville Drive, Suite 1B, Placerville, CA 95667-4200</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Department of Housing and Community Development</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>5/24/12</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Stacy Q. Hernandez, Contracts Manager, Business and Contract Services Branch</u>		
ADDRESS <u>1800 3rd Street, Sacramento, CA 95811</u>		
		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.3 (DGS Memo Dated 6/12/81)

Substitute Payee:
Mother Lode Rehabilitaion Enterprises, Inc.

EXHIBIT D (REVISED)
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

Note: Amendment No. 32 with Exhibit D (Revised) provides additional \$1,498.00 Annuity for Revised Audits for Fiscal Years 2006/07 - 2010/11 and does not affect the \$54,727.00 Annuity paid for Fiscal Year 2011/12 on Contract Amendment No. 31.

MONTH		AMOUNT
From: July 1, 2011		To: June 30, 2012
1	July 1, 2011	\$1,498.00
2	August 1, 2011	\$0.00
3	September 1, 2011	\$0.00
4	October 1, 2011	\$0.00
5	November 1, 2011	\$0.00
6	December 1, 2011	\$0.00
7	January 1, 2012	\$0.00
8	February 1, 2012	\$0.00
9	March 1, 2012	\$0.00
10	April 1, 2012	\$0.00
11	May 1, 2012	\$0.00
12	June 1, 2012	\$0.00
TOTAL		\$1,498.00

Revised 5/8/2012

~~AUTHORIZATION OF SUBSTITUTE PAYEE~~

Date: February 21, 1990

To: Department of Housing and Community Development
P.O. Box 952054
Sacramento CA 94252

Office of the State Controller
1227 "O" Street
Sacramento CA 95814

Pursuant to the terms of Standard Agreement Number 80-RHC-009, and effective immediately,

~~County of El Dorado~~
(Name of Contractor Under State Contract)

requests and authorizes that the RHCP annuity payment warrants be made out in the name of and mailed to the:

~~Mother Lode Rehabilitation Enterprises, Inc.~~
(Name of Substitute Payee Organization)

399 Placerville Drive
Placerville CA 95667
(Address of the Substitute Payee Organization)

County of El Dorado

By: _____

Jerome P. Breen
Jerome P. Breen, Director
El Dorado County Mental Health
931 Spring Street
Placerville CA 95667

Date: _____

February 26, 1990

Internal Contract No: A-31, 541-F0911
 Purchasing Contract No: same
 Index Code: 419100

CONTRACT ROUTING SHEET

Date Prepared: 2/21/12

Need Date: 3/6/12

PROCESSING DEPARTMENT:

Department: HHSA - Mental Health
 Dept. Contact: Kathy Lang x 6362
 2nd Contact: Zhana McCullough
 Location: 941 Spring St, Ste 4, Placerville
 Department Head Signature: *Daniel Nielson*
Daniel Nielson, MPA, Director

CONTRACTOR:

Name: CA Dept of Housing and Community Development
 Address: 1800 3rd Street
Sacramento, CA 94252-2054
916-327-6660
 Phone: _____

CONTRACTING DEPARTMENT: Health and Human Services Department

Service Requested: Annuity funding for housing for developmentally disabled
 Contract Term: 6/5/81 - 8/10/12 Contract Value: \$1,094,544.00
 Compliance with Human Resources requirements? Yes No:
 Compliance verified by: N/A - Incoming Funding

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 2-28-12 By: *Est. [Signature]*
 Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY COUNSEL
 2012 FEB 21 PM 1:24

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 2/29/12 By: *KW*
 Approved: _____ Disapproved: _____ Date: _____ By: _____

RECEIVED
 HUMAN RESOURCES DEPT
 2 FEB 28 PM 4:30

Funding Agmt – does not require Risk Mgmt Review

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract)

Departments: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

Program Manager _____ Date _____	<u><i>[Signature]</i></u> Finance	<u>2/6/12</u> Date
-------------------------------------	--------------------------------------	-----------------------



RESOLUTION No. 287-88

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the County of El Dorado has executed State Contract No. 80-RHC-009 dated May, 1981, authorizing the participation in the Rental Housing Construction Program; and

WHEREAS, pursuant to Section 50735 et seq. of the California health and Safety Code, the California Department of Housing and Community Development (hereinafter the "State") is authorized to provide funds the purpose of reducing rent levels to ensure occupancy by eligible households; and

WHEREAS, the County of El Dorado (hereinafter "County"), a local public agency organized under the statutes of the State of California is eligible to receive said funds; and

WHEREAS, the development identified in the State Contract has been completed or is about to become completed and may require said funds for operational subsidy;

NOW, THEREFORE, BE IT RESOLVED that County is hereby authorized to enter into an amendment with the State for the purposes of providing such funds according to the terms of such contract; and

BE IT FURTHER RESOLVED that the Director of the Department of Mental Health of El Dorado County is hereby authorized to execute the Amendment thereto and future yearly amendments or related documents to said contract.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 23rd day of August, 1988 by the following vote of said Board:

Ayes: Supervisors Robert E. Dorr,
Patricia R. Lowe, James R. Sweeney,
Michael C. Visman, John N. Cefalu

ATTEST
SALLY MITCHELL, County Clerk and ex-officio
Clerk of the Board of Supervisors

Noes: none
Absent: none
Patricia R. Lowe
Chairman, Board of Supervisors

By *Margaret E. Moody*
Deputy Clerk

DATE	COPIES SENT TO
8/23/88	Misses [unclear] [unclear]

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 80-RHC-009	AMENDMENT NUMBER 31
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Department of Housing and Community Development

CONTRACTOR'S NAME
County of El Dorado

2. The term of this Agreement is June 5, 1981 through August 10, 2014

3. The maximum amount of this Agreement after this amendment is: \$1,094,543.98
 (Amendment No. 31 increased the contract amount by \$54,727.00)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:
 15 (e) The amount currently encumbered by this Agreement for the purposes of annuity fund payment for the fiscal year beginning July 1, 2011 and ending June 30, 2012 is \$54,727.00. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

The parties agree to extend the Standard Agreement expiration to August 10, 2014 for audit submission.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only MAR 22 2012
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of El Dorado</u>		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type) <u>3-13-2012</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Daniel Nielson, MPA, Director of the Health and Human Services Agency</u>		
ADDRESS <u>670 Placerville Drive, Suite 1B, Placerville, CA 95667-4200</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Department of Housing and Community Development</u>		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.3 (DGS Memo Dated 6/12/81)
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type) <u>3/22/12</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Stacy Q. Hernandez, Contracts Manager, Business and Contract Services Branch</u>		
ADDRESS <u>1800 3rd Street, Sacramento, CA 95811</u>		

County of El Dorado
Contract No.80-RHC-009
Amendment No. 31
Page 1 of 1

Substitute Payee:
Mother Lode Rehabilitaion Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

	MONTH	AMOUNT
	From: July 1, 2011	To: June 30, 2012
1	July 1, 2011	\$4,560.00
2	August 1, 2011	\$4,560.00
3	September 1, 2011	\$4,560.00
4	October 1, 2011	\$4,560.00
5	November 1, 2011	\$4,560.00
6	December 1, 2011	\$4,560.00
7	January 1, 2012	\$4,560.00
8	February 1, 2012	\$4,560.00
9	March 1, 2012	\$4,560.00
10	April 1, 2012	\$4,560.00
11	May 1, 2012	\$4,560.00
12	June 1, 2012	<u>\$4,567.00</u>
	TOTAL	\$54,727.00

AUTHORIZATION OF SUBSTITUTE PAYEE

Date: February 21, 1990

To: Department of Housing and Community Development
P.O. Box 952054
Sacramento CA 94252

Office of the State Controller
1227 "O" Street
Sacramento CA 95814

Pursuant to the terms of Standard Agreement Number 80-RHC-009, and effective immediately,

County of El Dorado
(Name of Contractor Under State Contract)

requests and authorizes that the RHCP annuity payment warrants be made out in the name of and mailed to the:

Mother Lode Rehabilitation Enterprises, Inc.
(Name of Substitute Payee Organization)

399 Placerville Drive
Placerville CA 95667
(Address of the Substitute Payee Organization)

County of El Dorado

By: Jerome P. Breen
Jerome P. Breen, Director
El Dorado County Mental Health
931 Spring Street
Placerville CA 95667

Date: February 26, 1990



RESOLUTION No. 287-88

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the County of El Dorado has executed State Contract No. 80-RHC-009 dated May, 1981, authorizing the participation in the Rental Housing Construction Program; and

WHEREAS, pursuant to Section 50735 et seq. of the California health and Safety Code, the California Department of Housing and Community Development (hereinafter the "State") is authorized to provide funds the purpose of reducing rent levels to ensure occupancy by eligible households; and

WHEREAS, the County of El Dorado (hereinafter "County"), a local public agency organized under the statutes of the State of California is eligible to receive said funds; and

WHEREAS, the development identified in the State Contract has been completed or is about to become completed and may require said funds for operational subsidy;

NOW, THEREFORE, BE IT RESOLVED that County is hereby authorized to enter into an amendment with the State for the purposes of providing such funds according to the terms of such contract; and

~~BE IT FURTHER RESOLVED that the Director of the Department of Mental Health of El Dorado County is hereby authorized to execute the Amendment thereto and future yearly amendments or related documents to said contract.~~

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 23rd day of August, 1988, by the following vote of said Board:
Supervisors Robert E. Dorr,
Patricia R. Lowe, James R. Sweeney,
Michael C. Visman, John N. Cefalu

ATTEST

BILLIE MITCHELL, County Clerk and ex-officio
Clerk of the Board of Supervisors

Noes: none
Absent: none

By /s/ Margaret E. Moody
Deputy Clerk

/s/ PATRICIA R. LOWE
Chairman, Board of Supervisors

I CERTIFY THAT:

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DATE August 23, 1988

ATTEST: BILLIE MITCHELL, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By Margaret E. Moody
Deputy Clerk

DEW:db
12/2/82



RESOLUTION No. 323-82

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the County of El Dorado has executed State Contract No. 80-RHC-009 dated May 18, 1981, and approved by the Board of Supervisors on May 26, 1981, authorizing the participation in the Rental Housing Construction Program; and

WHEREAS, pursuant to Section 50735 et seq., of the California Health and Safety Code, the California Department of Housing and Community Development (hereinafter the "State") is authorized to provide funds for the purpose of reducing rent levels to ensure occupancy by eligible households; and

WHEREAS, County of El Dorado (hereinafter County), a local public agency organized under the statutes of the State of California is eligible to receive said funds; and

WHEREAS, the development identified in the State Contract has been completed or is about to be completed and may require said funds for operational subsidy.

NOW, THEREFORE, BE IT RESOLVED that the County is hereby authorized to enter into an amendment with the State for the purposes of providing such funds according to the terms of such contract.

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of the County of El Dorado is hereby authorized to execute the amendment thereto or related documents on behalf of the housing authority.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the _____ day of _____, 19____, by the following vote of said Board: 7th December 82

ATTEST:

DOLORES BREDESON, County Clerk and ex-officio Clerk of the Board of Supervisors

Ayes: Supervisors ROBERT E. DORR, PATRICIA R. LOWE, W. P. WALKER, JOSEPH V. FLYNN,
Nays: THOMAS L. STEWART
Absent: None
None

By /s/ Tom L. Padgett

Chairman, Board of Supervisors /s/ W. P. WALKER

I CERTIFY THAT:
THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DATE December 14, 1982
ATTEST: DOLORES BREDESON, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By [Signature]
Deputy Clerk

AMENDMENT 30

July 1, 2010 to June 30, 2011

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 80-RHC-009	AMENDMENT NUMBER 30
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Department of Housing and Community Development
CONTRACTOR'S NAME
County of El Dorado
- The term of this Agreement is June 5, 1981 through August 10, 2012
- The maximum amount of this Agreement after this amendment is: \$1,039,816.98
(Amendment No. 30 increased the contract amount by \$49,760.00)
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

 Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:

 15 (e) The amount currently encumbered by this Agreement for the purposes of annuity fund payment for the fiscal year beginning July 1, 2010 and ending June 30, 2011 is \$49,780.00. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

 Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> <u>County of El Dorado</u>		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small> <u>3/4/11</u>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> <u>Neda West, Director of Health Services</u>		
<small>ADDRESS</small> <u>670 Placerville Drive, Suite 1B, Placerville, CA 95667-4200</u>		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small> <u>Department of Housing and Community Development</u>		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.3 (DGS Memo Dated 6/12/81)
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> <u>Stacy Q. Hernandez, Contracts Manager, Business and Contract Services Branch</u>		
<small>ADDRESS</small> <u>1800 3rd Street, Sacramento, CA 95811</u>		

Substitute Payee:
Mother Lode Rehabilitaion Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

	MONTH	AMOUNT
	From: July 1, 2010	To: June 30, 2011
1	July 1, 2010	\$49,760.00
2	August 1, 2010	\$0.00
3	September 1, 2010	\$0.00
4	October 1, 2010	\$0.00
5	November 1, 2010	\$0.00
6	December 1, 2010	\$0.00
7	January 1, 2011	\$0.00
8	February 1, 2011	\$0.00
9	March 1, 2011	\$0.00
10	April 1, 2011	\$0.00
11	May 1, 2011	\$0.00
12	June 1, 2011	<u>\$0.00</u>
	TOTAL	\$49,760.00

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

1800 Third Street, Suite 390
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 322-1560
FAX (916) 327-6660



DEC 03 2010

Ms. Neda West, Director of Health Services
County of El Dorado
670 Placerville Drive, Suite 1B
Placerville, CA 95667-4200

Re: Pathways Group Home - Contract No. 80-RHC-009, Amendment No. 30

Dear Ms. West:

Attached is an electronic copy of an Amendment to the State's RHCP Standard Agreement for the above Property which provides funding for Fiscal Year 2010/2011.

To ensure efficient processing of the Amendment, please complete the following:

- Review the Amendment and Exhibit(s) and, if necessary, discuss them with your legal and financial advisors;
- Print five (5) copies of the Amendment cover page, the STD 213A (it is not necessary to print copies of Exhibits when signing/returning);
- Sign five (5) copies of the STD 213A Amendment cover page. The person authorized by the Property's governing Board must provide on each Amendment cover page an original signature, printed name, title, and date. If the person currently authorized to sign Amendments has changed, please have the Property's governing Board pass and re-submit to the Department an updated Resolution authorizing the correct designated official to sign the Amendment; and
- Return five (5) originally signed STD 213A Amendment cover pages, and, if applicable, an updated Resolution passed by the Property's governing Board, within 30 days of the date of this letter to:

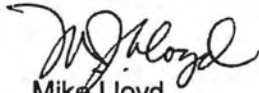
Department of Housing and Community Development
Business and Contract Services Branch
P. O. Box 952050
Sacramento, CA 94252-2050

The Department reserves the right to cancel any pending Amendment to a Standard Agreement if it is not returned within the required 30-day period.

Please maintain this electronic version of the complete Standard Agreement, STD 213A and Exhibit(s) for your file. Upon receipt of the five (5) original signed STD 213A Amendment cover pages, the Department will complete the approval process and return a fully executed, original Standard Agreement Amendment cover page to you. Please also note that the contract Amendment is not effective until it is signed by the Department.

If you have any questions, you can call me at (916) 327-8498 or email me at mllloyd@hcd.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Lloyd".

Mike Lloyd
Asset Management Representative II

Cc: Business and Contract Services Branch
Roy Marsh, Contracts Analyst

Internal Contract No: 046-MHD0109, Amendment 30

Purchasing Contract No: 541-F0911

Index Code: N/A - funding

CONTRACT ROUTING SHEET

Date Prepared: February 9, 2011

Need Date: RUSH

PROCESSING DEPARTMENT:

Department: Health Svcs Dept - MH Div.

Dept. Contact: Thomas Michaelson

Phone #: 6203

Department Head Signature: *Neda West*

Neda West, Director

CONTRACTOR:

Name: CA Dept of Housing and Community Development

Address: 1800 3rd Street

Sacramento, CA 94252-2054

Phone: 916-327-6660

CONTRACTING DEPARTMENT: Health Services Department - Mental Health Division

Service Requested: Annuity funding for housing for developmentally disabled (Amendment 30)

Contract Term: 7/1/10 to 6/30/11 Contract Value: \$1,039,816.98

Compliance with Human Resources requirements? Yes No:

Compliance verified by: N/A - funding agreement

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 3-4-11 By: *[Signature]*

Approved: Disapproved: Date: By:

2011 FEB 11 11:39 AM
MHD00109 CONTRACTING DEPARTMENT

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: 3/4/11 By: *[Signature]*

Approved: Disapproved: Date: By:

2011 FEB 11 2:01 PM
MHD00109 RISK MANAGEMENT

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Program Mgr/Date

Finance/Date

[Signature]

AMENDMENT 29

July 1, 2009 to June 30, 2010



HEALTH SERVICES DEPARTMENT

MENTAL HEALTH DIVISION

Treatment Works, People Recover
El tratamiento es efectivo, las personas se recuperan

Neda West, Director / Christine Kondo-Lister, LCSW, Deputy Director
941 Spring Street, Suite 4, Placerville, CA 95667 (530) 621-6200 / Fax (530)295-2639

February 9, 2010

California Department of Housing and Community Development
Budget and Contracts Branch – Attn: Mike Lloyd
P.O. Box 952050
Sacramento, CA 94252-2050

Re: Pathways Group Home, Contract No. 80-RHC-009, Amendment No. 29

Dear Mr. Lloyd,

Enclosed are five signed originals of the Department of Housing and Community Development's Pathways Group Home contract for Fiscal Year 2009/10.

Please let me know if you have any questions.

Thank you.

Sincerely,

Thomas P. Michaelson
Department Analyst
(530) 621-6203

Enclosures

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
80-RHC-009	29
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

Department of Housing and Community Development

CONTRACTOR'S NAME

County of El Dorado

2. The term of this

Agreement is June 5, 1981 through August 10, 2012

3. The maximum amount of this \$990,056.98

Agreement after this amendment is: (Amendment No. 29 increased the contract amount by \$48,033.00)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:

15 (e) The amount currently encumbered by this Agreement for the purposes of annuity fund payment for the fiscal year beginning July 1, 2009 and ending June 30, 2010 is \$48,033.00. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only FEB 17 2010
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
County of El Dorado		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
<i>Neda West</i>	2-8-10	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Neda West, Director of Health Services		
ADDRESS		
670 Placerville Drive, Suite 1B, Placerville, CA 95667-4200		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Housing and Community Development		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
<i>Stacy Q. Hernandez</i>	2/17/10	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Stacy Q. Hernandez, Contracts Manager, Budget and Contracts Branch		
ADDRESS		
1800 3 rd Street, Sacramento, CA 95811		
		<input checked="" type="checkbox"/> Exempt per General Services Department Approval SCM 4 04 3 (DGS Memo Dated 6/12/81)

Substitute Payee:
Mother Lode Rehabilitaion Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

MONTH		AMOUNT
From: July 1, 2009		To: June 30, 2010
1	July 1, 2009	\$48,033.00
2	August 1, 2009	\$0.00
3	September 1, 2009	\$0.00
4	October 1, 2009	\$0.00
5	November 1, 2009	\$0.00
6	December 1, 2009	\$0.00
7	January 1, 2010	\$0.00
8	February 1, 2010	\$0.00
9	March 1, 2010	\$0.00
10	April 1, 2010	\$0.00
11	May 1, 2010	\$0.00
12	June 1, 2010	<u>\$0.00</u>
TOTAL		\$48,033.00


Internal Contract No: 046-MHD0109
Purchasing Contract No: 541-F0911
Index Code: N/A - funding

CONTRACT ROUTING SHEET

Date Prepared: January 21, 2010
~~November 3, 2009~~

Need Date: 2/4/10
~~11/24/09~~

PROCESSING DEPARTMENT:

Department: Health Svcs Dept - MH Div.
Dept. Contact: Thomas Michaelson
Phone #: 6203
Department
Head Signature: 
Neda West, Director


CONTRACTOR:

Name: CA Dept of Housing and Community Development
Address: 1800 3rd Street
Sacramento, CA 94252-2054
Phone: 916-327-8498

CONTRACTING DEPARTMENT:


Health Services Department - Mental Health Division
Service Requested: Annuity funding for housing for developmentally disabled (Amendment 29)
Contract Term: 7/1/09 to 6/30/10 Contract Value: \$990,056.98
Compliance with Human Resources requirements? Yes No:
Compliance verified by: N/A - funding agreement

COUNTY COUNSEL: (Must approve all contracts and MOU's)

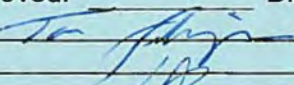
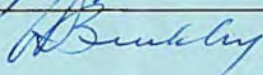
Approved: Disapproved: _____ Date: 1-25-10 By: 
Approved: _____ Disapproved: _____ Date: _____ By: _____

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 1/26/10 By: 
Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved:  1/19/10 Disapproved: _____ Date: _____ By: _____
 1/19/10

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE****Asset Management & Compliance Section**

1800 Third Street, Suite 390
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 322-1560
FAX (916) 327-6660



Ms. Neda West, Director of Health Services
County of El Dorado
670 Placerville Drive, Suite 1B
Placerville, CA 95667-4200

Re: Pathways Group Home - Contract No. 80-RHC-009, Amendment No. 29

Dear Ms. West:

Enclosed are copies of the amendment for the above-referenced state contract that provides annuity funding for the 2009-2010 fiscal year.

Please sign and forward the complete set of contracts for further processing to:

**Department of Housing and Community Development
Budget and Contracts Branch
P.O. Box 952050
Sacramento, CA 94252-2050**

A fully approved and executed copy of the contract amendment will be returned to you. If you have any questions, please call me at (916) 327-8498.

Sincerely,

Mike Lloyd
Asset Management Representative

Enclosures



HEALTH SERVICES DEPARTMENT

MENTAL HEALTH DIVISION

Treatment Works, People Recover
El tratamiento es efectivo, las personas se recuperan

Neda West, Director / Christine Kondo-Lister, LCSW, Deputy Director
670 Placerville Drive, Suite 1B, Placerville, CA 95667 (530) 621-6200 / Fax (530)295-2639

TO: Neda West
FROM: Tom Michaelson
DATE: January 21, 2010
SUBJECT: Pathways Amendment 29

This amendment does not have to go to Board for approval – see resolution attached. It does need to go to County Counsel and Risk Management.

This is a grant from the State Dept of Housing and Community Development. It's for developmentally disabled people, most or all of them work at MORE. The money goes straight to MORE, it never passes through Mental Health Division, but they needed a county department to sponsor the program. We tried to pass this off to Human Services in 2006, but they didn't seem to want it.

Tara and Diana met with MORE about this on January 19.

Please let me know if you have any questions.

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 80-RHC-009	AMENDMENT NUMBER 29
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Department of Housing and Community Development
 CONTRACTOR'S NAME
County of El Dorado

2. The term of this Agreement is June 5, 1981 through August 10, 2012

3. The maximum amount of this \$990,056.98
 Agreement after this amendment is: (Amendment No. 29 increased the contract amount by \$48,033.00)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:

15 (e) The amount currently encumbered by this Agreement for the purposes of annuity fund payment for the fiscal year beginning July 1, 2009 and ending June 30, 2010 is \$48,033.00. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of El Dorado</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Neda West, Director of Health Services</u>		
ADDRESS <u>670 Placerville Drive, Suite 1B, Placerville, CA 95667-4200</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Department of Housing and Community Development</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Stacy Q. Hernandez, Contracts Manager, Budget and Contracts Branch</u>		<input checked="" type="checkbox"/> Exempt per General Services Department Approval SCM 4 04 3 (DGS Memo Dated 6/12/81)
ADDRESS <u>1800 3rd Street, Sacramento, CA 95811</u>		

Substitute Payee:
Mother Lode Rehabilitaion Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

	MONTH	AMOUNT
	From: July 1, 2009	To: June 30, 2010
1	July 1, 2009	\$48,033.00
2	August 1, 2009	\$0.00
3	September 1, 2009	\$0.00
4	October 1, 2009	\$0.00
5	November 1, 2009	\$0.00
6	December 1, 2009	\$0.00
7	January 1, 2010	\$0.00
8	February 1, 2010	\$0.00
9	March 1, 2010	\$0.00
10	April 1, 2010	\$0.00
11	May 1, 2010	\$0.00
12	June 1, 2010	<u>\$0.00</u>
	TOTAL	\$48,033.00

Thomas P
Michaelson/MH/EDC
12/23/2009 03:18 PM

To filipich@sbcglobal.net
cc
bcc
Subject Pathways

Hi Tara - Sorry to bother you when you are on vacation, but I just have two quick questions. Did you talk to Susie Davies about the Pathways grant before you left on the 18th? And do you recall where the grant is now - did you give it to Chris for review?

Thanks,
Tom

det via Chris

12-23

3:20



HEALTH SERVICES DEPARTMENT

MENTAL HEALTH DIVISION

Treatment Works, People Recover

El tratamiento es efectivo, las personas se recuperan

Neda West, Director / Christine Kondo-Lister, LCSW, Deputy Director
941 Spring Street, Suite 4, Placerville, CA 95667 (530) 621-6200 / Fax (530)295-2639

TO: Tara Filipich
FROM: Tom Michaelson
DATE: November 3, 2009
SUBJECT: Pathways grant

Enclosed is Amendment 29 of the Pathways Grant from CA Dept of Housing and Community Development. Please review and if it looks acceptable please sign on the blue routing sheet and forward to Diana and Chris for them to review and sign the blue routing sheet. Diana is the assigned program manager for the grant.

Please forward to Chris by November 10.

Please let me know if you have any questions.

Contract Report

El Dorado County
Public Health Department

Contract Number: 046-MHD0109



Procurement Contract Number: 541-F0911

Contract ID	693	EffectiveDate	6/5/1981
Vendor/Agency	CA Dept of Housing and Community Developme	ExpirationDate	8/10/2012
Contract Category	Grant	FundingDirection	Revenue
Contract Description	Housing for developmentally disabled (Pathways)	TotalAmount	\$942,023.98
		AnnualAmount	
		IndexNumber	
Manager	Buckley, Diana	Condition ID	Active (In Revision)
Division ID	MH	StatusDevRev	Director Signature
Program		Number of Amendments	28
		DateAmended	
		Author	State

Comments:

Pathways Grant - init by State. The funds go straight to MORE (a local non-profit), never pass through MH, but we are the County sponsoring dept, which MORE needs to get the grant.

Processing Date	Progress Notes	Processed By	Execution Date
1/27/2010	to Neda for sig	TM	
1/22/2010	to CC/Risk	TM	
1/21/2010	recd approved from Tara - to Neda for blue route signature	TM	
11/24/2009	sent back to Tara for fiscal review with copy of original agreement	TM	
11/20/2009	Sharon L brought back from Tara - need to include original agreement and return to Tara	TM	
11/3/2009	Sent 09/10 amend to Tara for review	TM	
1/21/2009	Put contract into database	TM	
1/21/2009	To Matthew for approval	TM	

Amendment	Description	Effective Date	Amount	Notes
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Contract Report

El Dorado County
Public Health Department

Contract Number: 046-MHD0109

Procurement 541-F0911

Contract Number:



AMENDMENT 28

July 1, 2008 to June 30, 2009

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 7 Pages

AGREEMENT NUMBER 80-RHC-009	AMENDMENT NUMBER 28
REGISTRATION NUMBER	

CONTRACTOR'S COPY

1. This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Department of Housing and Community Development
 CONTRACTOR'S NAME
County of El Dorado

2. The term of this Agreement is June 5, 1981 through August 10, 2012

3. The maximum amount of this Agreement after this amendment is: \$942,023.98
 (Amendment No. 28 increased the contract amount by \$65,379.00)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement No. 80-RHC-009, dated May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is hereby deleted and replaced with a new Paragraph 15 (e) as follows:

15 (e) The amount currently encumbered by this Agreement for the purposes of annuity fund payment for the fiscal year beginning July 1, 2008 and ending June 30, 2009 is \$65,379.00. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

Exhibit E, the State of California General Terms and Conditions, is herein set forth and made part of this agreement. If there is a conflict between Exhibit E as set forth in this agreement, and the terms of the original agreement, or any amendments (including exhibits) thereto, Exhibit E shall supersede and prevail.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only FEB 13 2009 SCM 4.04.3 (DGS Memo Dated 6/12/81) <input checked="" type="checkbox"/> Exempt per: General Services Department Approval
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of El Dorado</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>1-29-09</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Neda West</u> <u>John Bachman, Director of Mental Health Services Department, including Mental Health</u>		
ADDRESS <u>344 Placerville Drive, Suite 20, Placerville, CA 95667-3920</u> <u>941 Spring Street, Suite 4</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Department of Housing and Community Development</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>2/12/09</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Stacy Q. Hernandez, Contracts Manager, Budget and Contracts Branch</u>		
ADDRESS <u>1800 3rd Street, Sacramento, CA 95811</u>		

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

	MONTH	AMOUNT
	From: July 1, 2008	To: June 30, 2009
1	July 1, 2008	\$65,379.00
2	August 1, 2008	\$0.00
3	September 1, 2008	\$0.00
4	October 1, 2008	\$0.00
5	November 1, 2008	\$0.00
6	December 1, 2008	\$0.00
7	January 1, 2009	\$0.00
8	February 1, 2009	\$0.00
9	March 1, 2009	\$0.00
10	April 1, 2009	\$0.00
11	May 1, 2009	\$0.00
12	June 1, 2009	<u>\$0.00</u>
	TOTAL	\$65,379.00

EXHIBIT E

State of California
General Terms and Conditions

1. Approval

This Agreement is of no force and effect until signed by both parties.

2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. Indemnification

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

5. Disputes

Contractor shall continue with the responsibilities under this Agreement during any dispute.

6. Termination for Cause

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. (See Exhibit C for additional breach, notice and provisions.)

7. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT E

8. Non-Discrimination Clause

- A. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- B. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. Timeliness

Time is of the essence in this Agreement.

10. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

11. Child Support Compliance Act

If this Agreement is in excess of \$100,000, by executing this Agreement, Contractor acknowledges and agrees to the following:

- A. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

EXHIBIT E

12. Severability

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

13. Drug-Free Workplace Requirements

Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and shall provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available counseling, rehabilitation and employee assistance programs; and (4) penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on the proposed contract will: (1) receive a copy of the Contractor's drug-free workplace policy statement; and (2) agree to abide by the terms of the Contractor's statement as a condition of employment under this agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Government Code section 8350 et seq.)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California:

14. Conflict of Interest

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT E

- A. Current State Employees (Public Contracts Code section 10410):
1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 2. No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
- B. Former State Employees (Public Contracts Code section 10411):
1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.
- C. If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Public Contracts Code section 10420).
- D. Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contracts Code section 10430 (e))

15. Labor Code/Workers' Compensation

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code section 3700)

16. Americans With Disabilities Act

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT E

17. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the State will process the amendment.

18. Corporate Qualifications to Do Business in California

- A. If Contractor is a corporation, the State may verify that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the State are fulfilled.
- B. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the State not be subject to the franchise tax.
- C. Both domestic and foreign corporations (those incorporated outside California) must be in good standing in order to be qualified to do business in California. If Contractor is a corporation, the State will determine whether Contractor is in good standing by contacting the Office of the Secretary of State.

19. Resolution

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

20. Air or Water Pollution Violation

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of the provisions of federal law relating to air or water pollution.

21. Payee Data Record Form Std. 204

This form must be completed by all contractors that are not another state agency or other government entity.

EXHIBIT E

22. National Labor Relations Board Certification

If Contractor is receiving federal funds under this Agreement, Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Not applicable to public entities.)

23. Audit/Retention and Inspection of Records

Contractor agrees that the awarding department, the Department of Housing and Community Development, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

RUSH!

Internal Contract No: 046-MHD0109
Purchasing Contract No: 541-F0911
Index Code: _____

CONTRACT ROUTING SHEET

Date Prepared: January 21, 2009

Need Date: 2/4/09

PROCESSING DEPARTMENT:

Department: Health Svcs Dept – MH Div.

Dept. Contact: Thomas Michaelson

Phone #: 6203

Department: _____

Head Signature: *Neda West*
Neda West, Director

CONTRACTOR:

Name: CA Department of Housing and Community Development

Address: 1800 Third Street, Suite 390
Sacramento, CA 94252-2054

Phone: 916-322-1560

CONTRACTING DEPARTMENT: Health Services Department – Mental Health Division

Service Requested: Annuity funding for housing for developmentally disabled (Amendment 28)

Contract Term: 7/1/08 to 6/30/09 Contract Value: \$942,023.98

Compliance with Human Resources requirements? Yes No:

Compliance verified by: N/A – incoming funding

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 2-3-09 By: *[Signature]*

Approved: _____ Disapproved: _____ Date: _____ By: _____

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 2/3/09 By: *[Signature]*

Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

2009 JAN 31 11:22 AM
DIPLOMAS COPY
PROCESSED

RECEIVED
HUMAN RESOURCES DEPT
09 FEB - 3 03 PM

AMENDMENT 27

July 1, 2007 to June 30, 2008

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

Asset Management & Compliance Section

1800 Third Street, Suite 390
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 322-1560
FAX (916) 327-6660



AUG 20 2007

Barry Wasserman, Director of Mental Health
County of El Dorado
344 Placerville Drive, Suite 20
Placerville, CA 95667-3920

**Re: Pathways Group Home
Contract No. 80-RHC-009 Amendment No. 27**

Dear Mr. Wasserman:

Enclosed are copies of the amendment for the above-referenced state contract that provides annuity funding for the 2007-08 fiscal year.

Please sign and forward the complete set of contracts for further processing to:

**Department of Housing and Community Development
Budget and Contracts Branch
Attention: Oliver Aceves
P.O. Box 952050
Sacramento, CA 94252-2050**

A fully approved and executed copy of the contract amendment will be returned to you. If you have any questions, please call me at (916) 327-3619.

Sincerely,

Doug Stebing
Asset Management Representative

Enclosures

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

Pages

AGREEMENT NUMBER

80-RHC-009

AMENDMENT NUMBER

27

REGISTRATION NUMBER: N/A

1. This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
 CONTRACTOR'S NAME
County of El Dorado
2. The term of this Agreement is June 5, 1981 through August 10, 2012
3. The maximum amount of this Agreement after this amendment is: **\$ 876,644.98 (Am. 27 increased the contract amount by \$ 72,307.00)**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement No. 80-RHC-009, dated May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is amended to read:


15 (e) The amount encumbered by this Amendment for purposes of annuity fund payment is \$ 72,307.00 for fiscal year or portion thereof beginning July 1, 2007 and ending June 30, 2008. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule, is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

Amount Encumbered by This Document:	\$ 72,307.00
Prior Amount Encumbered for This Contract:	\$ 804,337.98
Total Amount Encumbered to Date:	\$ 876,644.98

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
County of El Dorado		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	8/29/07	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Berry Wasserman , Director of Mental Health		
ADDRESS		
344 Placerville Drive, Suite 20, Placerville, CA 95667-3920		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Housing and Community Development		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Dennis L. Montgomery, Manager, Business Management Branch		
ADDRESS		
1800 Third Street, Room 350, Sacramento, CA 95814		

Exempt from: Department of General Services Approval

Contractor: County of El Dorado
Contract No. 80-RHC-009, Amend. 27
Page 1 of 1 page

SUBSTITUTE PAYEE: Mother Lode Rehabilitation Enterprises, Inc.

EXHIBIT D

**ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home**

From: July 1, 2007 To: June 30, 2008

	MONTH	AMOUNT
1	July 1, 2007	\$72,307.00
2	August 1, 2007	\$0.00
3	September 1, 2007	\$0.00
4	October 1, 2007	\$0.00
5	November 1, 2007	\$0.00
6	December 1, 2007	\$0.00
7	January 1, 2008	\$0.00
8	February 1, 2008	\$0.00
9	March 1, 2008	\$0.00
10	April 1, 2008	\$0.00
11	May 1, 2008	\$0.00
12	June 1, 2008	<u>\$0.00</u>
	TOTAL	\$72,307.00

Thomas P
Michaelson/MH/EDC
08/29/2007 09:39 AM

To John A Bachman/MH/EDC@TCP
cc
bcc
Subject Pathways contract

John - I asked Matthew about the Pathways contract. He said it's for developmentally disabled people for housing. Most or all of these people work at MORE. The money goes straight to MORE, never passes through Mental Health, but they needed a county dept just to sponsor the program. We tried to pass the contract over to Human Svcs last year, but they didn't really seem to want it. The money comes from CA Dept of Rehab.

Tom Michaelson
El Dorado County Mental Health
530-621-6203

AMENDMENT 26

July 1, 2006 to June 30, 2007

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE****Asset Management & Compliance Section**

1800 Third Street, Suite 390
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 322-1560
FAX (916) 327-6680



OCT 03 2006

Barry Wasserman, Director of Mental Health
County of El Dorado
344 Placerville Drive, Suite 20
Placerville, CA 95667-3920

**Re: Pathways
Contract No. 80-RHC-009 Amendment No. 26**

Dear Mr. Wasserman:

Enclosed are copies of the amendment for the above-referenced state contract that provides annuity funding for the 2006/2007 fiscal year.

Please sign and forward the complete set of contracts for further processing to:

**Department of Housing and Community Development
Budget and Contracts Branch
Attention: Sharon Hoshiyama
P.O. Box 952050
Sacramento, CA 94252-2050**

A fully approved and executed copy of the contract amendment will be returned to you.
If you have any questions, please call me at (916) 327-3619.

Sincerely,

A handwritten signature in blue ink, appearing to read "Doug Stebing".

Doug Stebing
Asset Management Representative

Enclosures

EL DORADO COUNTY

**DEPARTMENT OF MENTAL HEALTH
ADMINISTRATIVE OFFICE**



John Bachman, PhD, Director
Christine Kondo-Lister, Deputy Director
344 Placerville Drive, Suite 20
Placerville, CA 95667
Phone: (530) 621-6200
Fax: (530) 622-3278

January 23, 2007

Sharon Hoshiyama
California Department of Housing and Community Development
Budget and Contracts Branch
P.O. Box 952050
Sacramento, CA 94252-2050

**Re: Pathways
Contract No. 80-RHC-009 Amendment No. 26**

Dear Ms. Hoshiyama,

Enclosed are copies of the amendment for the above referenced state contract that provides annuity funding for the 2006/2007 fiscal year. Please note that John Bachman is now the Mental Health Director for El Dorado County. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "T.P. Michaelson".

Thomas P. Michaelson
Department Analyst
(530) 621-6203

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 8/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

Pages

AGREEMENT NUMBER

80-RHC-009

AMENDMENT NUMBER

26

REGISTRATION NUMBER: N/A

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CONTRACTOR'S NAME
 County of El Dorado
2. The term of this Agreement is June 5, 1981 through August 10, 2012
3. The maximum amount of this Agreement after this amendment is: **\$ 804,337.98 (Am. 26 increased the contract amount by \$14,731.00)**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement No. 80-RHC-009, dated May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is amended to read:



15 (e) The amount encumbered by this Amendment for purposes of annuity fund payment is \$14,731.00 for fiscal year or portion thereof beginning July 1, 1999 and ending June 30, 2005. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D is replaced in its entirety by Exhibit D attached hereto and by this reference incorporated herein.

Amount Encumbered by This Document: \$14,731.00
 Prior Amount Encumbered for This Contract: \$789,606.98
 Total Amount Encumbered to Date: \$804,337.98

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> County of El Dorado		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small> 1/23/07	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Barry Wasserman, Director of Mental Health		
<small>ADDRESS</small> 344 Placerville Drive, Suite 20, Placerville, CA 95667-3920		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt from: Department of General Services Approval
<small>AGENCY NAME</small> Department of Housing and Community Development		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Susan J. Phillips, Manager, Budget and Contracts Branch		
<small>ADDRESS</small> 1800 Third Street, Room 350, Sacramento, CA 95814		

SUBSTITUTE PAYEE: Mother Lode Rehabilitation Enterprises, Inc.

EXHIBIT D

**ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home**

From: July 1, 1999 To: June 30, 2005

	MONTH	AMOUNT
1	July 1, 2006	\$14,731.00
2	August 1, 2006	\$0.00
3	September 1, 2006	\$0.00
4	October 1, 2006	\$0.00
5	November 1, 2006	\$0.00
6	December 1, 2006	\$0.00
7	January 1, 2007	\$0.00
8	February 1, 2007	\$0.00
9	March 1, 2007	\$0.00
10	April 1, 2007	\$0.00
11	May 1, 2007	\$0.00
12	June 1, 2007	<u>\$0.00</u>
	TOTAL	\$14,731.00

AMENDMENT 25

July 1, 2006 to June 30, 2007

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

Asset Management & Compliance Section

1800 Third Street, Suite 390
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 322-1560
FAX (916) 327-6660



JUN 09 2006

Mr. Barry Wasserman, Director
County of El Dorado
344 Placerville Drive – Suite 20
Placerville, CA 95667-3920

**Re: Pathways Group Home
Contract No. 80-RHC-009 Amendment No. 25**

Dear Mr. Wasserman:

Enclosed are copies of the amendment for the above-referenced state contract that provides annuity funding for the 2006/2007 fiscal year.

Please sign and forward the complete set of contracts for further processing to:

**Department of Housing and Community Development
Budget and Contracts Branch
Attention: Sharon Hoshiyama
P.O. Box 952050
Sacramento, CA 94252-2050**

A fully approved and executed copy of the contract amendment will be returned to you. If you have any questions, please call me at (916) 327-3619.

Sincerely,

Doug Stebing
Asset Management Representative

Enclosures

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
80-RHC-009	25
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Department of Housing and Community Development
CONTRACTOR'S NAME
County of El Dorado
- The term of this Agreement is June 5, 1981 through August 10, 2012
- The maximum amount of this Agreement after this amendment is: \$789,606.98
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 Standard Agreement No. 80-RHC-009, dated May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is amended to read:
 15 (e) The amount encumbered by this Amendment for purposes of annuity fund payment is \$66,264.00 for fiscal year or portion thereof beginning July 1, 2006 and ending June 30, 2007. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D is replaced in its entirety by Exhibit D attached hereto and by this reference incorporated herein. Exhibits E (Non-Discrimination), F (Drug-Free Workplace), G (Audit Retention), and H (Americans With Disabilities Act) are hereby deleted and replaced with Exhibits E, F, G, and H attached. Exhibit I, Union Organizing, is hereby deleted and replaced by Exhibit I, Domestic Partners, attached hereto.

Amount Encumbered by This Document: \$66,264.00
 Prior Amount Encumbered for This Contract: \$723,342.98
 Total Amount Encumbered to Date: \$ 789,606.98

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of El Dorado</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>7/11/08</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Barry Wasserman, Director</u>		
ADDRESS <u>344 Placerville Drive Suite 20 Placerville, CA 95667-3920</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Department of Housing and Community Development</u>		<input checked="" type="checkbox"/> Exempt per: General Services Department Approval
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Susan J. Phillips, Manager, Budget and Contracts Branch</u>		
ADDRESS <u>P.O. Box 952050, Sacramento, CA 94252-2050</u>		

Contractor: County of El Dorado
Contract No. 80-RHC-009, Amend. 25
Page 1 of 1 page

SUBSTITUTE PAYEE: Mother Lode Rehabilitation Enterprises, Inc.

EXHIBIT D

**ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home**

From: July 1, 2006 To: June 30, 2007

	MONTH	AMOUNT
1	July 1, 2006	\$66,264.00
2	August 1, 2006	\$0.00
3	September 1, 2006	\$0.00
4	October 1, 2006	\$0.00
5	November 1, 2006	\$0.00
6	December 1, 2006	\$0.00
7	January 1, 2007	\$0.00
8	February 1, 2007	\$0.00
9	March 1, 2007	\$0.00
10	April 1, 2007	\$0.00
11	May 1, 2007	\$0.00
12	June 1, 2007	<u>\$0.00</u>

TOTAL \$66,264.00

Exhibit E

Non-Discrimination Clause

- A. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- B. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Exhibit F

Drug-Free Workplace Requirements

Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and shall provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available counseling, rehabilitation and employee assistance programs; and (4) penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on the proposed contract will: (1) receive a copy of the Contractor's drug-free workplace policy statement; and (2) agree to abide by the terms of the Contractor's statement as a condition of employment under this agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Government Code section 8350 et seq.)

Exhibit G

Audit/Retention and Inspection of Records

Contractor agrees that the awarding department, the Department of Housing and Community Development, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

Exhibit H

Americans With Disabilities Act

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT I

Domestic Partners

For contracts executed or amended after July 1, 2004, the Contractor may elect to offer domestic partner benefits to the Contractor's employees in accordance with Public Contract Code section 10295.3. However, the Contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

AMENDMENT 24

July 1, 2005 to June 30, 2006

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

1800 Third Street, Suite 390
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 322-1560
FAX (916) 327-6660

AUG 29 2005



Mr. Kenneth A. Meibert, M.S. Interim Director
County of El Dorado
344 Placerville Drive, Suite 20
Placerville, CA 95667-3920

Re: RHCP Contract No. 80-RHC-009, Amendment #24
Pathways Group Home

Dear Mr. Meibert:

Enclosed are copies of the amendment for the above-referenced State Contract which provides annuity funding for the fiscal year 2005/2006.

Please sign and forward the complete set of contracts for further processing to:

Department of Housing and Community Development
Budget and Contracts Branch
Attn: Lucy Bottallo
P.O. Box 952050
Sacramento, CA 94252-2050

A fully approved and executed copy of the contract amendment will be returned to you. If you have any questions, please call me at (916) 327-3619 or email at dstebing@hcd.ca.gov.

Sincerely,

Doug Stebing
Housing Management Representative

Enclosures

CONTRACT NUMBER	AM. NO.
80-RHC-009	24
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 4th day of August 2005 in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY
Director	Dept. of Housing & Community Development
, hereafter called the State, and	
CONTRACTOR'S NAME	
COUNTY OF EL DORADO	
, hereafter called the Contractor.	

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Standard Agreement No. 80-RHC-009 made and entered into May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15 (e) is amended to read:

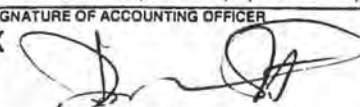
- 15. (e) The amount encumbered by this Agreement for the purposes of annuity fund payment is \$53,826.00 for fiscal year or portion thereof beginning July 1, 2005 and ending June 30, 2006. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule, is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule. attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain as set forth in the original Agreement and amendments thereto.

CONTINUED ON SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
 IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY	Department of Housing & Community Development	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.)			
BY (AUTHORIZED SIGNATURE)		COUNTY OF EL DORADO			
PRINTED NAME OF PERSON SIGNING	Susan J. Phillips	BY (AUTHORIZED SIGNATURE)			
TITLE	Manager, Budget and Contracts Branch	PRINTED NAME AND TITLE OF PERSON SIGNING			
		Kenneth A. Meibert, M.S. Interim Director			
		ADDRESS			
		344 Placerville Drive, Suite 20, Placerville, CA 95667-3920			
AMOUNT ENCUMBERED BY THIS DOCUMENT	\$ 53,826.00	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	\$669,516.98	(OPTIONAL USE)	RHCF		
TOTAL AMOUNT ENCUMBERED TO DATE	\$723,342.98	ITEM	CHAPTER	STATUTE	FISCAL YEAR
		2240-516-0938	1043	1979	2005/2006
		OBJECT OF EXPENDITURE (CODE AND TITLE)			
		665741 - Local Administration 2208/40169			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			
X 		8/26/05			

Department of General Services
 Use Only
 Exempt from Department of
 General Services approval

Contractor: County of El Dorado
Contract No. 80-RHC-009, Amend. 24
Page 1 of 1 page

SUBSTITUTE PAYEE: Mother Lode Rehabilitation Enterprises, Inc.

EXHIBIT D

**ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home**

From: July 1, 2005 To: June 30, 2006

	MONTH	AMOUNT
1	July 1, 2005	\$53,826
2	August 1, 2005	\$0
3	September 1, 2005	\$0
4	October 1, 2005	\$0
5	November 1, 2005	\$0
6	December 1, 2005	\$0
7	January 1, 2006	\$0
8	February 1, 2006	\$0
9	March 1, 2006	\$0
10	April 1, 2006	\$0
11	May 1, 2006	\$0
12	June 1, 2006	\$0
	TOTAL	\$53,826

AMENDMENT 23

July 1, 2004 to June 30, 2005

CONTRACT NUMBER	AM. NO.
80-RHC-009	23
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 7th day of September, 2004,
 State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY
Director	Dept. of Housing & Community Development

hereafter called the State, and

CONTRACTOR'S NAME
COUNTY OF EL DORADO hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

Standard Agreement No. 80-RHC-009 made and entered into May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15 (e) is amended to read:

- 15. (e) The amount encumbered by this Agreement for the purposes of annuity fund payment is \$31,736.00 for fiscal year or portion thereof beginning July 1, 2004, and ending June 30, 2005. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule, is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain as set forth in the original Agreement and amendments thereto.

CONTINUED ON SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
 IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR		
AGENCY Department of Housing & Community Development	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) COUNTY OF EL DORADO			
BY (AUTHORIZED SIGNATURE) <i>Dennis L. Montgomery</i>	BY (AUTHORIZED SIGNATURE) <i>Kenneth A. Meibert</i>			
PRINTED NAME OF PERSON SIGNING Dennis L. Montgomery	PRINTED NAME AND TITLE OF PERSON SIGNING/ Kenneth A. Meibert, M.S., Interim Director			
TITLE Manager, Business Management Branch	ADDRESS 344 Placerville Drive, Suite. 20, Placerville, CA 95667-3920			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 31,736.00	PROGRAM/CATEGORY (CODE AND TITLE) (OPTIONAL USE)	FUND TITLE RHCF		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 637,780.98	ITEM	CHAPTER	STATUTE	FISCAL YEAR
TOTAL AMOUNT ENCUMBERED TO DATE \$ 669,516.98	2240-516-0938	1043	1979	2004/2005
OBJECT OF EXPENDITURE (CODE AND TITLE) 665741-Local Administration 2208/40169				
I hereby certify upon my own personal knowledge that budgeted funds available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER <i>Dennis L. Montgomery</i>		DATE 10/4/04		

CONTRACTOR STATE AGENCY DEPT. OF GENERAL SERVICES CONTROLLER

AMENDMENT 22

July 1, 2003 to June 30, 2004

CONTRACT NUMBER	AM. NO.
80-RHC-009	22
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 20th day of October, 2003, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY
Director	Dept. of Housing & Community Development
CONTRACTOR'S NAME	
COUNTY OF EL DORADO	

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

Standard Agreement No. 80-RHC-009 made and entered into May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15 (e) is amended to read:

- 15. (e) The amount encumbered by this Agreement for the purposes of annuity fund payment is \$50,409.00 for fiscal year or portion thereof beginning July 1, 2003, and ending June 30, 2004. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule, is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain as set forth in the original Agreement and amendments thereto.

CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
 IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR		
AGENCY Department of Housing & Community Development		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) COUNTY OF EL DORADO		
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 		
PRINTED NAME OF PERSON SIGNING Dennis L. Montgomery		PRINTED NAME AND TITLE OF PERSON SIGNING Kathleen M. Burne, LCSW, Director		
TITLE Manager, Business Management Branch		ADDRESS 344 Placerville Drive, Suite. 20, Placerville, CA 95667-3920		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 50,409.00	PROGRAM/CATEGORY (CODE AND TITLE) (OPTIONAL USE)	FUND TITLE RHCF		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 587,371.98	ITEM	CHAPTER	STATUTE	FISCAL YEAR
TOTAL AMOUNT ENCUMBERED TO DATE \$ 637,780.98	2240-516-0938	1043	1979	2003/2004
OBJECT OF EXPENDITURE (CODE AND TITLE) 665741-Local Administration 2208/40169		Department of General Services Use Only Exempt from Department of General Services approval		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER 		DATE 1-8-03		

CONTRACTOR STATE AGENCY DEPT. OF GENERAL SERVICES CONTROLLER

Contractor: County of El Dorado
Contract No. 80-RHC-009, Amend. 22
Page 1 of 1 page

Substitute Payee:
Mother Lode Rehabilitation
Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

From: July 1, 2003

To: June 30, 2004

	<u>MONTH</u>	<u>AMOUNT</u>
1	July 1, 2003	\$4,200
2	August 1, 2003	\$4,200
3	September 1, 2003	\$4,200
4	October 1, 2003	\$4,200
5	November 1, 2003	\$4,200
6	December 1, 2003	\$4,200
7	January 1, 2004	\$4,200
8	February 1, 2004	\$4,200
9	March 1, 2004	\$4,200
10	April 1, 2004	\$4,200
11	May 1, 2004	\$4,200
12	June 1, 2004	\$4,209
	TOTAL	<u>\$50,409</u>

AMENDMENT 21

July 1, 2002 to June 30, 2003

CONTRACTOR'S COPY

CONTRACT NUMBER	AM. NO.
80-RHC-009	21
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 23rd day of September, 2002, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY
Director	Dept. of Housing & Community Development

hereafter called the State, and

CONTRACTOR'S NAME
COUNTY OF EL DORADO hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

Standard Agreement No. 80-RHC-009 made and entered into May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15 (e) is amended to read:

- 15. (e) The amount encumbered by this Agreement for the purposes of annuity fund payment is \$91,244.00 for fiscal year or portion thereof beginning July 1, 2002, and ending June 30, 2003. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule, is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain as set forth in the original Agreement and amendments thereto.

CONTINUED ON SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
 IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR				
AGENCY Department of Housing & Community Development		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) COUNTY OF EL DORADO				
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 				
PRINTED NAME OF PERSON SIGNING Dennis L. Montgomery		PRINTED NAME AND TITLE OF PERSON SIGNING Kathleen M. Burne, LCSW, Director				
TITLE Manager, Business Management Branch		ADDRESS 344 Placerville Drive, Suite. 20, Placerville, CA 95667-3920				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 91,244.00	PROGRAM/CATEGORY (CODE AND TITLE) (OPTIONAL USE)	FUND TITLE RHCF		Department of General Services Use Only Exempt from Department of General Services approval JAN 21 2003		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 496,127.98	ITEM	CHAPTER	STATUTE			FISCAL YEAR
TOTAL AMOUNT ENCUMBERED TO DATE \$ 587,371.98	2240-516-0938	1043	1979			2002/2003
OBJECT OF EXPENDITURE (CODE AND TITLE) 665741-Local Administration 2208/40169		T.B.A. NO.				B.R. NO.
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 		DATE 10-2-02		

CONTRACTOR STATE AGENCY DEPT. OF GENERAL SERVICES CONTROLLER

Contractor: County of El Dorado
Contract No. 80-RHC-009, Amend. 21
Page 1 of 1 page

Substitute Payee:
Mother Lode Rehabilitation
Enterprises, Inc.

EXHIBIT D
ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

From: July 1, 2002

To: June 30, 2003

	<u>MONTH</u>	<u>AMOUNT</u>
1	July 1, 2002	\$91,244
2	August 1, 2002	\$0
3	September 1, 2002	\$0
4	October 1, 2002	\$0
5	November 1, 2002	\$0
6	December 1, 2002	\$0
7	January 1, 2003	\$0
8	February 1, 2003	\$0
9	March 1, 2003	\$0
10	April 1, 2003	\$0
11	May 1, 2003	\$0
12	June 1, 2003	<u>\$0</u>
	TOTAL	<u>\$91,244</u>

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF COMMUNITY AFFAIRS**

300 Third Street, Suite 390
O. Box 952054
Sacramento, CA 94252-2054
(916) 327-3712
FAX (916) 324-3246



April 14, 2003

Kathleen M. Burne, LCSW
Director, County of El Dorado
344 Placerville Drive, Suite 20
Placerville, CA 95667-3920



Re: Contract No. 80-RHC-009, Amendment 21

Dear Ms. Burne:

Enclosed for your records is an executed copy of the contract amendment for the Pathways Group Home in Placerville.

If I can be of any assistance, please call me at (916) 327-3632. Thank you for your participation in the Rental Housing Construction Program.

Sincerely,

Diane J. Moroni
Rental Loan Management

Enclosure

AMENDMENT 20

July 1, 2001 to June 30, 2002

CONTRACT NUMBER	AM NO
80-RHC-009	20
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 27th day of September, 2001, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY
Director	Dept. of Housing & Community Development
CONTRACTOR'S NAME	
COUNTY OF EL DORADO	

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Standard Agreement No. 80-RHC-009 made and entered into May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15 (e) is amended to read:

15. (e) The amount encumbered by this Agreement for the purposes of annuity fund payment is \$26,324.00 for fiscal year or portion thereof beginning July 1, 2001, and ending June 30, 2002. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule, is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain as set forth in the original Agreement and amendments thereto.

CONTINUED ON SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
 IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR				
AGENCY Department of Housing & Community Development		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) COUNTY OF EL DORADO				
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 				
PRINTED NAME OF PERSON SIGNING Dennis L. Montgomery		PRINTED NAME AND TITLE OF PERSON SIGNING Kathleen M. Burne, LCSW, Director				
TITLE Manager, Business Management Branch		ADDRESS 344 Placerville Drive, Suite. 20, Placerville, CA 95667-3920				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 26,324.00	PROGRAM/CATEGORY (CODE AND TITLE) (OPTIONAL USE)	FUND TITLE RHCF		Department of General Services Use Only Exempt from Department of General Services approval NOV 29 2001		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 469,803.98	ITEM	CHAPTER	STATUTE			FISCAL YEAR
TOTAL AMOUNT ENCUMBERED TO DATE \$ 496,127.98	2240-516-0938	1043	1979			2001/2002
OBJECT OF EXPENDITURE (CODE AND TITLE) 665741-Local Administration 2208/40169						
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T B A NO	B R NO			
SIGNATURE OF ACCOUNTING OFFICER X		DATE 11-13-01				

CONTRACTOR STATE AGENCY DEPT. OF GENERAL SERVICES CONTROLLER

EXHIBIT D

**ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home**

From: July 1, 2001

To: June 30, 2002

	MONTH		AMOUNT
1	July 1,	2001	\$2,194
2	August 1,	2001	\$2,194
3	September 1,	2001	\$2,194
4	October 1,	2001	\$2,194
5	November 1,	2001	\$2,194
6	December 1,	2001	\$2,194
7	January 1,	2002	\$2,194
8	February 1,	2002	\$2,194
9	March 1,	2002	\$2,194
10	April 1,	2002	\$2,194
11	May 1,	2002	\$2,194
12	June 1,	2002	<u>\$2,190</u>
		TOTAL	\$26,324

AMENDMENT 19

July 1, 2000 to June 30, 2001

STANDARD AGREEMENT
STD. 2 (REV. 5-91) HCD ELECTRONIC (1/94)

APPROVED BY THE ATTORNEY GENERAL

CONTRACT NUMBER	AM. NO.
80-RHC-009	19
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 28th day of March, 2001 in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY
Director	Dept. of Housing & Community Development

hereafter called the State, and

CONTRACTOR'S NAME
COUNTY OF EL DORADO hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Standard Agreement No. 80-RHC-009 made and entered into May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15 (e) is amended to read:

15. (e) The amount encumbered by this Agreement for the purposes of annuity fund payment is \$9,072.00 for fiscal year or portion thereof beginning July 1, 2000, and ending June 30, 2001. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule, is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

Exhibit I, Union Organizing, is attached hereto and by this reference incorporated herein.

All other terms and conditions shall remain as set forth in the original Agreement and amendments thereto.

CONTINUED ON 2 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY Department of Housing & Community Development	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) COUNTY OF EL DORADO				
BY (AUTHORIZED SIGNATURE) Dennis L. Montgomery	BY (AUTHORIZED SIGNATURE) <i>Kathleen M. Burne LCSW</i>				
PRINTED NAME AND TITLE OF PERSON SIGNING Dennis L. Montgomery Manager, Business Management Branch	PRINTED NAME AND TITLE OF PERSON SIGNING Kathleen M. Burne, LCSW, Director				
TITLE	ADDRESS 344 Placerville Drive, Suite. 20, Placerville, CA 95667-3920				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 9,072.00	PROGRAM/CATEGORY (CODE AND TITLE) (OPTIONAL USE)	FUND TITLE RHCF			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 460,731.98	ITEM 2240-516-0938	CHAPTER 1043	STATUTE 1979	FISCAL YEAR 2000/2001	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 469,803.98	OBJECT OF EXPENDITURE (CODE AND TITLE) 665741-Local Administration 2208/40169				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i>		DATE 4-26-01			

CONTRACTOR STATE AGENCY DEPT. OF GENERAL SERVICES CONTROLLER

County of El Dorado
Contract Number 80-RHC-009, Amendment 19
Page 2 of 2

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. 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.

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

EXHIBIT D

**ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home**

From: July 1, 2000

To: June 30, 2001

	MONTH	AMOUNT
1	July 1, 2000	\$756
2	August 1, 2000	\$756
3	September 1, 2000	\$756
4	October 1, 2000	\$756
5	November 1, 2000	\$756
6	December 1, 2000	\$756
7	January 1, 2001	\$756
8	February 1, 2001	\$756
9	March 1, 2001	\$756
10	April 1, 2001	\$756
11	May 1, 2001	\$756
12	June 1, 2001	<u>\$756</u>
	TOTAL	\$9,072

Exhibit I

UNION ORGANIZING

For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement, Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this Agreement.

- 1) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- 2) No state funds received under this agreement will be used to assist, promote or deter union organizing.
- 3) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- 4) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF COMMUNITY AFFAIRS**

1800 Third Street, Suite 390
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 327-3712
FAX (916) 324-3246



APR 26 2001

Kathleen M. Burne, LCSW, Director
County of El Dorado
344 Placerville Drive, Suite 20
Placerville, CA 95667-3920

Attention: Ms. Betty Culp



**Re: Pathways Group Home
Contract No. 80-RHC-009, Amendment 19**

Dear Ms. Burne:

Enclosed are copies of the amendment for the above-referenced state contract that provides annuity funding for the 2000/2001 fiscal year.

Please sign and forward the complete set of contracts for further processing to:

Department of Housing and Community Development
Business Management Branch
P.O. Box 952050
Sacramento, CA 94252-2050

A fully approved and executed copy of the contract amendment will be returned to you. If you have any questions, please call me at (916) 327-3632.

Sincerely,

Diane J. Moroni
Rental Loan Management

Enclosures

AMENDMENT 18

July 1, 1999 to June 30, 2000

CONTRACT NUMBER	AM. NO.
80-RHC-009	#18
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 28th day of September 2000 in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	
Director	Dept. of Housing & Community Development	. hereafter called the State, and
CONTRACTOR'S NAME		
COUNTY OF EL DORADO		. hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

Standard Agreement No. 80-RHC-009 made and entered into May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15. (e) is amended to read:

15. (e) The amount encumbered by this Agreement for the purposes of annuity fund payment is \$13,213.00 for fiscal year or portion thereof beginning July 1, 1999 and ending June 30, 2000. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule, is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain as set forth in the original Agreement and amendments thereto.

CONTINUED ON 1 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
 IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR				
AGENCY Department of Housing & Community Development		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) COUNTY OF EL DORADO				
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 				
PRINTED NAME OF PERSON SIGNING Dennis L. Montgomery		PRINTED NAME AND TITLE OF PERSON SIGNING Kathleen M. Burne, LCSW, Director				
TITLE Manager, Business Management Branch		ADDRESS 344 Placerville Drive, Suite #20, Placerville, CA 95667-3920				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 13,213.00	PROGRAM/CATEGORY (CODE AND TITLE) (OPTIONAL USE)	FUND TITLE RHCF		Department of General Services Use Only Exempt from Department of General Services approval NOV 29 2000		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 447,518.98	ITEM	CHAPTER	STATUTE			FISCAL YEAR
TOTAL AMOUNT ENCUMBERED TO DATE \$ 460,731.98	2240-516-0938	1043	1979			2000/2001
OBJECT OF EXPENDITURE (CODE AND TITLE) 665741-Local Administration 2208/40169						
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER X		DATE 11-6-00				

EXHIBIT D

**ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home**

	From: July 1, 1999	To: June 30, 2000	
	MONTH		AMOUNT
1	July 1, 1999		\$1,101
2	August 1, 1999		\$1,101
3	September 1, 1999		\$1,101
4	October 1, 1999		\$1,101
5	November 1, 1999		\$1,101
6	December 1, 1999		\$1,101
7	January 1, 2000		\$1,101
8	February 1, 2000		\$1,101
9	March 1, 2000		\$1,101
10	April 1, 2000		\$1,101
11	May 1, 2000		\$1,101
12	June 1, 2000		<u>\$1,102</u>
		TOTAL	\$13,213

AMENDMENT 17

July 1, 1998 to June 30, 1999

STANDARD AGREEMENT -

STD. 2 (REV. 5-91)

APPROVED BY THE
ATTORNEY GENERAL

CONTRACT NUMBER	AM. NO.
80-RHC-009	#17
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 8th day of June, 1999, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Director	AGENCY Department of Housing and Community Development	, hereafter called the State, and
CONTRACTOR'S NAME County of El Dorado		, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor time for performance or completion, and attach plans and specifications, if any.)*

Standard Agreement No. 80-RHC-009 made and entered into May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15 (e) is amended to read:

- 15. (e) The amount encumbered by this Agreement for the purposes of annuity fund payment is \$26,509.00 for fiscal year or portion thereof beginning July 1, 1998 and ending June 30, 1999. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule, is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

Exhibit F, Drug Free Workplace, is hereby deleted and replaced by Exhibit F, Drug Free Workplace, attached hereto and by this reference made a part hereof.

Exhibit G, Audit/Retention and Inspection of Records is hereby deleted and replaced by Exhibit G, Audit/Retention and Inspection of Records, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain as set forth in the original Agreement and amendments thereto.

3

CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY Department of Housing & Community Development		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) County of El Dorado			
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 			
PRINTED NAME OF PERSON SIGNING Dennis L. Montgomery, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Kathleen M. Bume, LCSW, Director			
TITLE Business Management Branch		ADDRESS 344 Placerville Drive, Suite #20, Placerville, CA 95667-3920			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 26,509.00	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE RHCFC		Department of General Services Use Only Exempt from Department of General Services approval JUL 30 1999	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 421,009.98	(OPTIONAL USE)				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 447,518.98	ITEM 2240-516-0938	CHAPTER 1043	STATUTE 1979		
OBJECT OF EXPENDITURE (CODE AND TITLE) 665741-Local Administration 2208/40169		T.B.A. NO.		B.R. NO.	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 		DATE 7/13/99	

CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER

EXHIBIT D

Contractor: County of El Dorado
Contract No. 80-RHC-009, Amend. 17
Page 1 of 1 page

ANNUITY FUND PAYMENT SCHEDULE

MONTH			AMOUNT
From: July 1, 1998			To: June 30, 1999
1	July 1,	1998	\$2,209
2	August 1,	1998	\$2,209
3	September 1,	1998	\$2,209
4	October 1,	1998	\$2,209
5	November 1,	1998	\$2,209
6	December 1,	1998	\$2,209
7	January 1,	1999	\$2,209
8	February 1,	1999	\$2,209
9	March 1,	1999	\$2,209
10	April 1,	1999	\$2,209
11	May 1,	1999	\$2,209
12	June 1,	1999	\$2,210
TOTAL			\$26,509

AMENDMENT 16

July 1, 1997 to June 30, 1998

STANDARD AGREEMENT
STD. 2 (REV.5-91)

APPROVED BY THE
ATTORNEY GENERAL

file

CONTRACT NUMBER 80-RHC-009	AM. NO. #16
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 23rd day of March, 1998, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Director	AGENCY Department of Housing and Community Development	, hereafter called the State, and
CONTRACTOR'S NAME County of El Dorado		, hereafter called the Contractor

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressly does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

Standard Agreement No. 80-RHC-009 made and entered into May 18, 1981 between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15 (e) is amended to read:

The amount encumbered by this Agreement for the purposes of annuity fund payment is \$7,232 for fiscal year or portion thereof beginning July 1, 1997 and ending June 30, 1998. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule, is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain as set forth in the original agreement and amendments thereto.

CONTINUED ON 1 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY Department of Housing & Community Development		CONTRACTOR <i>(if other than an individual, state whether a corporation, partnership, etc.)</i> County of El Dorado	
BY (AUTHORIZED SIGNATURE) <i>Judy Nevis</i>		BY (AUTHORIZED SIGNATURE) <i>Kathleen M. Burne LCSW</i>	
PRINTED NAME OF PERSON SIGNING Judy Nevis		PRINTED NAME AND TITLE OF PERSON SIGNING Kathleen M. Burne, LCSW, Director	
TITLE Deputy Director		ADDRESS 344 Placerville Drive, Suite 20 Placerville CA 95667-3920	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 7,232	PROGRAM/CATEGORY (CODE AND TITLE) (OPTIONAL USE)	FUND TITLE RHCF	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 413,777.98	ITEM 2240-516-0938	CHAPTER 1043	STATUTE 1979
TOTAL AMOUNT ENCUMBERED TO DATE \$ 421,009.98	FISCAL YEAR 1997/1998		
OBJECT OF EXPENDITURE (CODE AND TITLE) 665741-Local Administration 2208/40169			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER <i>Mary E. Newmy</i>		DATE 4/23/98	

Department of General Services
Use Only

Exempt from Department of
General Services approval

MAY 26 1998

- CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER

EXHIBIT D

Contractor: County of El Dorado
Contract No. 80-RHC-009, Amend. 16

ANNUITY FUND PAYMENT SCHEDULE

MONTH			AMOUNT
From: July 1, 1997			To: June 30, 1998
1	July 1,	1997	\$602
2	August 1,	1997	\$602
3	September 1,	1997	\$602
4	October 1,	1997	\$602
5	November 1,	1997	\$602
6	December 1,	1997	\$602
7	January 1,	1998	\$602
8	February 1,	1998	\$602
9	March 1,	1998	\$602
10	April 1,	1998	\$602
11	May 1,	1998	\$602
12	June 1,	1998	\$610
TOTAL			\$7,232

AMENDMENT 15

July 1, 1996 to June 30, 1997

TANDARD AGREEMENT

APPROVED BY THE ATTORNEY GENERAL

TD. 2 (REV. 5-91)

CONTRACT NUMBER	AM. NO.
80-RHC-009	15
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 16th day of August, 1996 in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY
Director	Department of Housing and Community Development
CONTRACTOR'S NAME	County of El Dorado

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

Standard Agreement No. 80-RHC-009, made and entered into May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado, is hereby amended as follows:

Paragraph 15(e) is amended to read:

The amount encumbered by this Agreement for the purposes of annuity fund payment is \$9,383.00 for fiscal year or portion thereof beginning July 1, 1996 and ending June 30, 1997. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule, is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

Exhibit H, Americans with Disabilities Act, is attached hereto and by this reference incorporated herein.

All other terms and conditions shall remain as set forth in the original Agreement and amendments thereto.

CONTINUED ON 2 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement. IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR				
AGENCY		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.)				
Department of Housing and Community Development		County of El Dorado				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING				
Duncan Lent Howard		Kathleen M. Burne, LCSW, Director				
TITLE		ADDRESS				
Deputy Director		344 Placerville Drive, Suite 20 Placerville, CA 95667-3920				
AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE		<i>Department of General Services Use Only</i> <i>Exempt from Department of General Services approval!</i>		
\$ 9,383.00	(OPTIONAL USE)	RHCF				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM	CHAPTER	STATUTE			FISCAL YEAR
\$ 404,394.98	2240-516-0938	1043	1979			1996/97
TOTAL AMOUNT ENCUMBERED TO DATE	OBJECT OF EXPENDITURE (CODE AND TITLE)		T.B.A. NO.			
\$ 413,777.98	665741-Local Administration 2208/40169		B.R. NO.			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.		B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE		OCT 17 1996		
		9-26-96				

CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER

EXHIBIT D

County of El Dorado
80-RHC-009, Amendment 15
Page 1 of 1

ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

MONTH	AMOUNT
From: July 1, 1996	To: June 30, 1997
1 July 1, 1996	\$781
2 August 1, 1996	\$782
3 September 1, 1996	\$782
4 October 1, 1996	\$782
5 November 1, 1996	\$782
6 December 1, 1996	\$782
7 January 1, 1997	\$782
8 February 1, 1997	\$782
9 March 1, 1997	\$782
10 April 1, 1997	\$782
11 May 1, 1997	\$782
12 June 1, 1997	\$782
TOTAL	\$9,383
Amount encumbered	\$9,383
Total from payment schedule	\$9,383

AMENDMENT 14

July 1, 1995 to June 30, 1996

STANDARD AGREEMENT

STANDARD AGREEMENT (REV. 5-91)

APPROVED BY THE ATTORNEY GENERAL

CONTRACT NUMBER 80-RHC-009	AM. NO. 14
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER:	

THIS AGREEMENT, made and entered into this 17th day of November, 1995, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Director	AGENCY Department of Housing and Community Development
, hereafter called the State, and	
CONTRACTOR'S NAME County of El Dorado	
, hereafter called the Contractor.	

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Standard Agreement No. 80-RHC-009, made and entered into May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado, is hereby amended as follows:

Paragraph 15(e) is amended to read:

The amount encumbered by this Agreement for the purposes of annuity fund payment is \$3,324.00 for fiscal year or portion thereof beginning July 1, 1995 and ending June 30, 1996. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule, is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

Exhibit E, Nondiscrimination Clause, is hereby deleted and replaced by Exhibit E, Nondiscrimination Clause, attached and hereto and by this reference made a part hereof.

All other terms and conditions shall remain as set forth in the original Agreement and amendments thereto.

CONTINUED ON 2 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement. IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR				
AGENCY Department of Housing and Community Development		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) County of El Dorado				
BY (AUTHORIZED SIGNATURE) <i>Timothy L. Coyle</i>		BY (AUTHORIZED SIGNATURE) <i>Kathleen M. Burne</i>				
PRINTED NAME OF PERSON SIGNING Timothy L. Coyle		PRINTED NAME AND TITLE OF PERSON SIGNING Kathleen M. Burne, LCSW, Director				
TITLE Director		ADDRESS 344 Placerville Drive, Suite 13 Placerville, CA 95667				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 3,324.00	PROGRAM/CATEGORY (CODE AND TITLE) (OPTIONAL USE)	FUND TITLE RHCF		Department of General Services Use Only Exempt from Department of General Services approval FEB 20 1996		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 401,070.98	ITEM 2240-516-938	CHAPTER 1043	STATUTE 1979			FISCAL YEAR 1995/96
TOTAL AMOUNT ENCUMBERED TO DATE \$ 404,394.98	OBJECT OF EXPENDITURE (CODE AND TITLE) 665741-Local Administration 2208/40169					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i>		DATE 12-15-95				

- CONTRACTOR
- STATE AGENCY
- DEPT. OF GEN. SER.
- CONTROLLER
-

EXHIBIT D

County of El Dorado
80-RHC-009, Amendment 14
Page 1 of 1

ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

	MONTH		AMOUNT
	From: July 1, 1995	To: June 30, 1996	
1	July 1,	1995	\$277
2	August 1,	1995	\$277
3	September 1,	1995	\$277
4	October 1,	1995	\$277
5	November 1,	1995	\$277
6	December 1,	1995	\$277
7	January 1,	1996	\$277
8	February 1,	1996	\$277
9	March 1,	1996	\$277
10	April 1,	1996	\$277
11	May 1,	1996	\$277
12	June 1,	1996	\$277
	TOTAL		\$3,324
	Amount encumbered		\$3,324
	Total from payment schedule		\$3,324

AMENDMENT 13

July 1, 1994 to June 30, 1995

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL
 STD. 2 (REV. 5-91)

CONTRACT NUMBER 80-RHC-009	AM. NO. 13
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 19th day of October, 1994, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE: Director AGENCY: Department of Housing and Community Development, hereafter called the State, and
 CONTRACTOR'S NAME: County of El Dorado, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

Standard Agreement No. 80-RHC-009, dated May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado, is hereby amended as follows:

Paragraph 15(e) is amended to read:

The amount encumbered by this Agreement for the purposes of annuity fund payment is \$5,906 for fiscal year or portion thereof beginning July 1, 1994 and ending June 30, 1995. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D, Annuity Fund Payment Schedule, is hereby deleted and replaced by Exhibit D, Annuity Fund Payment Schedule, attached hereto and by this reference made a part hereof.

Exhibit E, Nondiscrimination Clause, is attached hereto and by this reference made a part hereof.

Exhibit F, Drug-Free Workplace, is attached hereto and by this reference incorporated herein.

Exhibit G, Audit/Retention and Inspection of Records, is attached hereto and by this reference incorporated herein.

All other terms and conditions shall remain as set forth in the original Agreement and amendments thereto.

CONTINUED ON 4 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
 IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR				
AGENCY <u>Department of Housing and Community Development</u>		CONTRACTOR <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> <u>County of El Dorado</u>				
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 				
PRINTED NAME OF PERSON SIGNING <u>for Timothy L. Coyle</u>		PRINTED NAME AND TITLE OF PERSON SIGNING <u>Kathleen M. Burne, LCSW, Director</u>				
TITLE <u>Director</u>		ADDRESS <u>344 Placerville Drive, Suite 13 Placerville, CA 95667</u>				
AMOUNT ENCUMBERED BY THIS DOCUMENT <u>\$ 5,906</u>	PROGRAM/CATEGORY (CODE AND TITLE) (OPTIONAL USE)	FUND TITLE <u>RHCF</u>		<i>Department of General Services Use Only</i> Exempt from Department of General Services approval		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT <u>\$ 395,164.98</u>	ITEM <u>2240-516-938</u>	CHAPTER <u>1043</u>	STATUTE <u>1979</u>			FISCAL YEAR <u>1994/95</u>
TOTAL AMOUNT ENCUMBERED TO DATE <u>\$ 401,070.98</u>	OBJECT OF EXPENDITURE (CODE AND TITLE) <u>665741-Local Administration 2208/40169</u>					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER 		DATE <u>11/15/94</u>				

DEC 15 1994

CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER

EXHIBIT D

County of El Dorado
80-RHC-009, Amendment 13
Page 1 of 1

ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

MONTH		AMOUNT
From: July 1, 1994		To: June 30, 1995
1	July 1, 1994	\$492
2	August 1, 1994	\$492
3	September 1, 1994	\$492
4	October 1, 1994	\$492
5	November 1, 1994	\$492
6	December 1, 1994	\$492
7	January 1, 1995	\$492
8	February 1, 1995	\$492
9	March 1, 1995	\$492
10	April 1, 1995	\$492
11	May 1, 1995	\$492
12	June 1, 1995	\$494
TOTAL		\$5,906
Amount encumbered		\$5,906
Total from payment schedule		\$5,906

AMENDMENT 12

July 1, 1993 to June 30, 1994

STANDARD AGREEMENT

STD. 2 (REV. 5-91)

PROVED BY THE
ATTORNEY GENERAL

CONTRACT NUMBER 80-RHC-009	AM. NO. 12
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 19 day of July, 19 93,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Director	AGENCY Department of Housing and Community Development
-----------------------------------------------	--------------------------------------------------------------

, hereafter called the State, and

CONTRACTOR'S NAME
County of El Dorado

, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

Standard Agreement No. 80-RHC-009, dated May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado, is hereby amended as follows:

Paragraph 15(e) is amended to read:

The amount encumbered by this Agreement for the purposes of annuity fund payment is \$ 8,285 for fiscal year or portion thereof beginning July 1, 1993 and ending June 30, 1994. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D is hereby deleted and replaced by Exhibit D attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain as set forth in the original Agreement and amendments thereto.

CONTINUED ON 1 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR				
AGENCY Department of Housing and Community Development		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) County of El Dorado				
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 				
PRINTED NAME OF PERSON SIGNING Timothy L. Coyle		PRINTED NAME AND TITLE OF PERSON SIGNING Kathleen M. Burne, LCSW, Director				
TITLE Director		ADDRESS 344 Placerville Drive, Suite 13 Placerville, CA 95667				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 8,285	PROGRAM/CATEGORY (CODE AND TITLE) 20 Community Affairs	FUND TITLE 938		Department of General Services Use Only Exempt from Department of General Services approval		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 386,880	(OPTIONAL USE) 2208/40169					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 395,165	ITEM 2240-516-938	CHAPTER 1043	STATUTE 1979			FISCAL YEAR 1992/93
	OBJECT OF EXPENDITURE (CODE AND TITLE) 663741					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER 		DATE AUG 30 1993		SEP 29 1993		

CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER

EXHIBIT D

County of El Dorado
80-RHC-009, Amendment 12

ANNUITY FUND PAYMENT SCHEDULE
Pathways Group Home

MONTH		AMOUNT
From: July 1, 1993	To: June 30, 1994	
1	July 1,	\$690
2	August 1,	\$690
3	September 1,	\$690
4	October 1,	\$690
5	November 1,	\$690
6	December 1,	\$690
7	January 1,	\$690
8	February 1,	\$690
9	March 1,	\$690
10	April 1,	\$690
11	May 1,	\$690
12	June 1,	\$695
TOTAL		\$8,285
Amount encumbered		\$8,285
Total from payment schedule		\$8,285

AMENDMENT 11

July 1, 1992 to June 30, 1993

STANDARD AGREEMENT
STD. 2 (REV. 6-89)

APPROVED BY THE
ATTORNEY GENERAL

CONTRACT NUMBER	AM. NO.
80-RHC-009	11
CONTRACTOR'S FEDERAL I.D. NUMBER	

THIS AGREEMENT, made and entered into this 2 day of July, 19 93, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE: Director AGENCY: Department of Housing and Community Development, hereafter called the State and County of El Dorado, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

Standard Agreement No. 80-RHC-009, dated May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado, is hereby amended as follows:

Paragraph 15(e) is amended to read:

15(e) The amount encumbered by this Agreement for the purposes of annuity fund payment is \$10,651 for fiscal year or portion thereof beginning July 1, 1992 and ending June 30, 1993. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D is hereby deleted and replaced by Exhibit D attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain as set forth in the original Agreement and amendments thereto.

CONTINUED ON 1 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR					
AGENCY Department of Housing and Community Development		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) County of El Dorado					
BY (AUTHORIZED SIGNATURE) <u>[Signature]</u>		BY (AUTHORIZED SIGNATURE) <u>[Signature]</u>					
PRINTED NAME OF PERSON SIGNING Timothy L. Coyle		PRINTED NAME AND TITLE OF PERSON SIGNING Kathleen M. Burne, LCSW, Director					
TITLE Director		ADDRESS 344 Placerville Dr., Ste. 13 El Dorado County Mental Health, Placerville, CA 95667					
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 10,651	PROGRAM/CATEGORY (CODE AND TITLE) 20 Community Affairs	FUND TITLE RHCF		Department of General Services Use Only Exempt from Department of General Services approval! AUG 20 1992			
PRIOR AMOUNT ENCUMBERED FOR THIS DOCUMENT \$ 376,229	(OPTIONAL USE) 2139/40169	ITEM 2240-516-938	CHAPTER 1043			STATUTE 1979	FISCAL YEAR 92/93
TOTAL AMOUNT ENCUMBERED TO DATE \$ 386,880	OBJECT OF EXPENDITURE (CODE AND TITLE) 665741		T.B.A. NO.			B.R. NO.	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER L. PATTERSON				DATE JUL 23 1992	

CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER

EXHIBIT D

ANNUITY FUND PAYMENT SCHEDULE

Pathways Group Home

<u>MONTH</u>		<u>AMOUNT</u>
From: July 1, 1992	To: June 30, 1993	
1. July 1, 1992		\$ <u>887</u>
2. August 1, 1992		\$ <u>887</u>
3. September 1, 1992		\$ <u>887</u>
4. October 1, 1992		\$ <u>887</u>
5. November 1, 1992		\$ <u>887</u>
6. December 1, 1992		\$ <u>887</u>
7. January 1, 1993		\$ <u>887</u>
8. February 1, 1993		\$ <u>887</u>
9. March 1, 1993		\$ <u>887</u>
10. April 1, 1993		\$ <u>887</u>
11. May 1, 1993		\$ <u>887</u>
12. June 1, 1993		\$ <u>894</u>
TOTAL		\$<u>10,651</u>
Amount Encumbered	\$ <u>10,651</u>	
Total from Payment Schedule	\$ <u>10,651</u>	

RHCP-622, Rev. 12/89

AMENDMENT 10

July 1, 1991 to June 30, 1992

STANDARD AGREEMENT
STD. 2 (REV. 8-89)

APPROVED BY THE
ATTORNEY GENERAL

CONTRACT NUMBER 80-RHC-009	AM. NO. 10
CONTRACTOR'S FEDERAL I.D. NUMBER	

THIS AGREEMENT, made and entered into this 15 day of May, 19 91, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE: Director AGENCY: Department of Housing and Community Development, hereafter called the State and County of El Dorado, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

Standard Agreement No. 80-RHC-009, dated May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado, is hereby amended as follows:

Paragraph 15 (e) is amended to read:

15 (e) The amount encumbered by this Agreement for the purposes of annuity fund payment is \$7,644 for fiscal year or portion thereof beginning July 1, 1991 and ending June 30, 1992. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D is hereby deleted and replaced by Exhibit D attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain as set forth in the original Agreement and amendments thereto.

CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR					
AGENCY Department of Housing and Community Development		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) County of El Dorado					
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 					
PRINTED NAME OF PERSON SIGNING Timothy L. Coyle		PRINTED NAME AND TITLE OF PERSON SIGNING Jerome P. Breen, Director					
TITLE Director		ADDRESS El Dorado County Mental Health 931 Spring Street, Placerville, CA 95667					
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 7,644	PROGRAM/CATEGORY (CODE AND TITLE) 20 Community Affairs	FUND TITLE RHCF		Department of General Services Use Only Except from Department of General Services approval OCT 29 1991			
PRIOR AMOUNT ENCUMBERED FOR THIS DOCUMENT \$ 368,584.98	(OPTIONAL USE) 2139/40169	ITEM 2240-516-938	CHAPTER 1043			STATUTE 1979	FISCAL YEAR 1991/92
TOTAL AMOUNT ENCUMBERED TO DATE \$ 376,228.98	OBJECT OF EXPENDITURE (CODE AND TITLE) 665741						
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.				
SIGNATURE OF ACCOUNTING OFFICER 		DATE OCT 23 1991					

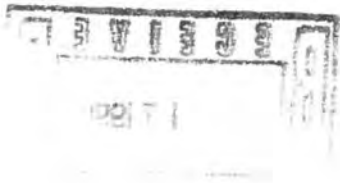
CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER

EXHIBIT D

County of El Dorado
80-RHC-009, Amendment 10

ANNUITY FUND PAYMENT SCHEDULE

MONTH		AMOUNT
From: July 1, 1991		To: June 30, 1992
1	July 1, 1991	\$637
2	August 1, 1991	\$637
3	September 1, 1991	\$637
4	October 1, 1991	\$637
5	November 1, 1991	\$637
6	December 1, 1991	\$637
7	January 1, 1992	\$637
8	February 1, 1992	\$637
9	March 1, 1992	\$637
10	April 1, 1992	\$637
11	May 1, 1992	\$637
12	June 1, 1992	\$637
TOTAL		\$7,644
Amount encumbered		\$7,644
Total from payment schedule		\$7,644



AMENDMENT 9

July 1, 1990 to June 30, 1991

STANDARD AGREEMENT

APPROVED BY THE ATTORNEY GENERAL

STD. 2 (REV. 7/88)

CONTRACT 80-RHC-009	AM. NO. 9
CONTRACTOR'S STATE I.D. NUMBER	

- CONTRACTOR
- STATE AGENCY
- DEPT OF GEN. SER
- CONTROLLER

THIS AGREEMENT, made and entered into this 25 day of April, 1990, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE <u>Director</u>	AGENCY <u>Department of Housing and Community Development</u>	hereafter called the State, and
<u>County of El Dorado</u>		hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Standard Agreement No. 80-RHC-009, dated May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado, is hereby amended as follows:

Paragraph 15(e) is amended to read:

15. (e) The amount encumbered for the purpose of Annuity Fund Payments is \$5,378 for the fiscal year or portion thereof beginning July 1, 1990 and ending June 30, 1991. This agreement shall be amended annually to reflect the revised amount in the approved operating budget for succeeding fiscal years.

Exhibit D is hereby deleted and replaced by Exhibit D attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain as set forth in the original Agreement and amendments thereto.

CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY <u>Department of Housing and Community Development</u>		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) <u>County of El Dorado</u>			
BY (AUTHORIZED SIGNATURE) <u>X</u> <i>Jinda A. Powell</i>		BY (AUTHORIZED SIGNATURE) <u>X</u> <i>Jerome P. Breen</i>			
PRINTED NAME OF PERSON SIGNING <u>JINDA A. POWELL</u>		PRINTED NAME AND TITLE OF PERSON SIGNING <u>Jerome P. Breen, Director</u>			
TITLE <u>CHIEF, ADMINISTRATION DIVISION</u>		ADDRESS <u>El Dorado County Mental Health 931 Spring Street Placerville CA 95667</u>			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ <u>5,378</u>	PROGRAM/CATEGORY (CODE AND TITLE) <u>20 Community Affairs</u> (OPTIONAL USE) <u>2139-40169</u>		FUND TITLE <u>RHCF 938</u>		Department of General Services Use Only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ <u>363,206.98</u>	ITEM <u>2240 516 938</u>	CHAPTER <u>1043</u>	STATUTE <u>1979</u>	FISCAL YEAR <u>1990-91</u>	
TOTAL AMOUNT ENCUMBERED TO DATE \$ <u>368,584.98</u>	OBJECT OF EXPENDITURE (CODE AND TITLE) <u>665741</u>				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER <u>X</u> <i>Sue Yamaguchi</i>		DATE <u>JUN 08 1990</u>		JUN 11 1990	

EXHIBIT D

County of El Dorado
80-RHC-009, Amendment 9

ANNUITY FUND PAYMENT SCHEDULE

MONTH		AMOUNT
From: July 1, 1990		To: June 30, 1991
1	July 1, 1990	July 31, 1990 \$448
2	August 1, 1990	August 31, 1990 \$448
3	September 1, 1990	September 30, 1990 \$448
4	October 1, 1990	October 31, 1990 \$448
5	November 1, 1990	November 30, 1990 \$448
6	December 1, 1990	December 31, 1990 \$448
7	January 1, 1991	January 31, 1991 \$448
8	February 1, 1991	February 28, 1991 \$448
9	March 1, 1991	March 31, 1991 \$448
10	April 1, 1991	April 30, 1991 \$448
11	May 1, 1991	May 31, 1991 \$448
12	June 1, 1991	June 30, 1991 \$450
TOTAL		\$5,378
Amount encumbered		\$5,378
Total from payment schedule		\$5,378

AMENDMENT 8

July 1, 1989 to June 30, 1990

STANDARD AGREEMENT -

APPROVED BY THE ATTORNEY GENERAL

REVISED 7/88

CONTRACT NUMBER 80-RHC-C	AM. NO. 8
CONTRACTOR'S STATE ID. NUMBER	

- CONTRACTOR
- STATE AGENCY
- DEPT. OF GEN. SER.
- CONTROLLER
-
-
-

THIS AGREEMENT, made and entered into this 1st day of September, 1989, the State of California, by and between State of California, through its duly elected or appointed, authorized and acting

Director of OFFICER ACTING FOR STATE AGENCY Department of Housing and Community Development, hereafter called the State, and County of El Dorado, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
 (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Standard Agreement No. 80-RHC-009, dated May 18, 1981, between the Department of Housing and Community development and the County of El Dorado, is hereby amended as follows:

Paragraph 15(e) is amended to read:

15. (e) The amount encumbered by this Agreement for the purposes of Annuity Fund Payment is \$6,583 for fiscal year or portion thereof beginning July 1, 1989 and ending June 30, 1990. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D is replaced in its entirety by Exhibit D, attached hereto and by this referenced incorporated herein.

All other terms and conditions shall remain as set forth in the original Agreement and amendments thereto.

CONTINUED ON 1 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.

WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR					
AGENCY <u>Department of Housing & Community Development</u>		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) <u>County of El Dorado</u>					
AUTHORIZED SIGNATURE <i>Linda A. Powell</i>		BY (AUTHORIZED SIGNATURE) <i>X Jerome P. Breen</i>					
PRINTED NAME OF PERSON SIGNING <u>LINDA A. POWELL</u>		PRINTED NAME AND TITLE OF PERSON SIGNING <u>Jerome P. Breen, Director</u>					
OFFICE <u>CHIEF, ADMINISTRATION DIVISION</u>		ADDRESS <u>El Dorado County Mental Health 931 Spring Street, Placerville, CA 95667</u>					
AMOUNT ENCUMBERED BY THIS DOCUMENT <u>6,583</u>	PROGRAM/CATEGORY CODE AND TITLE <u>20 Community Affairs</u>	FUND TITLE <u>RHCF 938</u>		Department of General Services Use Only Exempt from Department of General Services approval per Section 1206 of the State Administrative Manual.			
AMOUNT ENCUMBERED IN THIS CONTRACT <u>356,623.98</u>	OPTIONAL USE <u>2500/24125</u>	ITEM <u>Section 50400.5</u>	CHAPTER <u>1688</u>			STATUTE <u>1984</u>	FISCAL YEAR <u>1989-90</u>
TOTAL AMOUNT ENCUMBERED DATE <u>363,206.98</u>	OBJECT OF EXPENDITURE (CODE AND TITLE) <u>665741</u>						
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.				
SIGNATURE OF ACCOUNTING OFFICER <i>Carol M. Brubaker</i>		DATE <u>1/17/90</u>					

JAN 18 1990

EXHIBIT D

County of El Dorado
80-RHC-009, Amendment 8

ANNUITY FUND PAYMENT SCHEDULE

MONTH		AMOUNT	
From: July 1, 1989		To: June 30, 1990	
1	July 1, 1989	July 31, 1989	\$548
2	August 1, 1989	August 31, 1989	\$548
3	September 1, 1989	September 30, 1989	\$548
4	October 1, 1989	October 31, 1989	\$548
5	November 1, 1989	November 30, 1989	\$548
6	December 1, 1989	December 31, 1989	\$548
7	January 1, 1990	January 31, 1990	\$548
8	February 1, 1990	February 28, 1990	\$548
9	March 1, 1990	March 31, 1990	\$548
10	April 1, 1990	April 30, 1990	\$548
11	May 1, 1990	May 31, 1990	\$548
12	June 1, 1990	June 30, 1990	\$555
TOTAL			\$6,583
Amount encumbered			\$6,583
Total from payment schedule			\$6,583

AMENDMENT 7

July 1, 1988 to June 30, 1989

STANDARD AGREEMENT

ATTORNEY GENERAL

STATE OF CALIFORNIA
FD. 2 (REV. 2/85)

- STATE AGENCY
- DEPT. OF GEN. SER.
- CONTROLLER
-
-
-

THIS AGREEMENT, made and entered into this 14th date of June, 19 88
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE Director	AGENCY Department of Housing and Community Development <i>hereafter called the State, and</i>	CONTRACT NUMBER 80-RHC-009	AM. NO. 7
County of El Dorado <i>hereafter called the Contractor.</i>		CONTRACTOR'S I.D. NUMBER	

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

Set forth services to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.

Standard Agreement No. 80-RHC-009, dated May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15 (e) is amended to read:

- (e) The amount encumbered by this Agreement for the purposes of Annuity Fund Payments is \$7,349 for fiscal year or portion thereof beginning July 1, 1988 and ending June 30, 1989.
This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Paragraph 27 is amended to read:

- 27. Term of Contract. The term of this contract shall commence on May 29, 1981, and shall terminate on August 10, 2012.

CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.


The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR				
AGENCY Department of Housing and Community Development		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) County of El Dorado				
BY (AUTHORIZED SIGNATURE) X <i>Linda A. Powell</i>		BY (AUTHORIZED SIGNATURE) X <i>Curtiss E. Weidner</i>				
PRINTED NAME OF PERSON SIGNING LINDA A. POWELL		PRINTED NAME AND TITLE OF PERSON SIGNING Curtiss E. Weidner, M.D., Director El Dorado County Mental Health				
TITLE CHIEF, ADMINISTRATION DIVISION		ADDRESS 931 Spring Street, Placerville, CA 95667				
AMOUNT ENCUMBERED \$	PROGRAM/CATEGORY (CODE AND TITLE) 20 Community Affairs	FUND TITLE RHC F 938		Department of General Services Use Only		
UNENCUMBERED BALANCE \$	(OPTIONAL USE) 2500/24125					
ADJ. INCREASING ENCUMBRANCE \$ 7,349	ITEM Section 50400.5 Health & Safety Code	CHAPTER 1688	STATUTE 1984			FISCAL YEAR 88-89
ADJ. DECREASING ENCUMBRANCE \$	OBJECT OF EXPENDITURE (CODE AND TITLE) 665741					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER X <i>Carol M. Bryan</i>		DATE 9/26/88				
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 209 have been complied with and this document is exempt from review by the Department of Finance.						
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY X <i>Roxanne Camp</i>		DATE 10-7-88				

OCT 07 1988

EXHIBIT D

County of El Dorado
80-RHC-009, Amendment 

ANNUITY FUND PAYMENT SCHEDULE

MONTH		AMOUNT	
From: July 1, 1988		To: June 30, 1989	
1	July 1, 1988	July 31, 1988	\$612
2	August 1, 1988	August 31, 1988	\$612
3	September 1, 1988	September 30, 1988	\$612
4	October 1, 1988	October 31, 1988	\$612
5	November 1, 1988	November 30, 1988	\$612
6	December 1, 1988	December 31, 1988	\$612
7	January 1, 1989	January 31, 1989	\$612
8	February 1, 1989	February 28, 1989	\$612
9	March 1, 1989	March 31, 1989	\$612
10	April 1, 1989	April 30, 1989	\$612
11	May 1, 1989	May 31, 1989	\$612
12	June 1, 1989	June 30, 1989	\$617
TOTAL			\$7,349
Amount encumbered			\$7,349
Total from payment schedule			\$7,349

AMENDMENT 6

July 1, 1987 to June 30, 1988

THIS AGREEMENT, made and entered into this 1st day of July, 1985, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE <u>Director</u> <i>hereafter called the State, and</i>	AGENCY <u>Department of Housing and Community Development</u>	NUMBER <u>80-RHC-009</u> <i>AMH</i>
<u>County of El Dorado</u> <i>hereafter called the Contractor.</i>		

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
 Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.

Standard Agreement No. 80-RHC-009, dated May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is amended to read:

- 15. (e) The additional amount encumbered by this Agreement for the purposes of Annuity Fund Payments for the fiscal year or portion thereof beginning July 1, 1986 and ending June 30, 1987, is \$1,101, for a total annuity for fiscal year 1986-87 of \$16,824.

The amount encumbered by this Agreement for the purposes of Annuity Fund Payments is \$23,862 for fiscal year or portion thereof beginning July 1, 1987 and ending June 30, 1988. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D is replaced in its entirety by Exhibit D, pages 1 and 2, attached hereto and by this reference incorporated herein.

All other terms and conditions shall remain as set forth in the original Agreement and amendments hereto.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

ATTES: BILLIE MITCHELL, County Clerk and ex officio Clerk of the Board of Supervisors
 By *[Signature]* Deputy Clerk
December 15, 1987

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY <u>Department of Housing and Community Development</u>		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) <u>County of El Dorado</u>			
BY (AUTHORIZED SIGNATURE) <i>Jinda A. Powell</i>		BY (AUTHORIZED SIGNATURE) <i>James R. Sweeney</i>			
TITLE <u>ADMINISTRATION DIVISION</u>		TITLE <u>JAMES R. SWEENEY, Chairman</u> <u>Board of Supervisors</u> <i>12/15/87</i>			
CONTINUED ON <u> </u> SHEETS, EACH BEARING NAME OF CONTRACTOR		ADDRESS <u>330 Fairlane, Placerville, CA 95667</u>			
Department of General Services Use Only Exempt from Department of General Services approval per Section 1206 of the State Administrative Manual.	AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
	\$	20 Community Affairs		RHC 938	
	UNENCUMBERED BALANCE	OPTIONAL USE			
	\$	2500/24125			
	ADJ. INCREASING ENCUMBRANCE	ITEM	CHARTER	STATUTE	FISCAL YEAR
\$ 24,963	Section 50400.5 Health & Safety Code	1688	1984	1987-88	
ADJ. DECREASING ENCUMBRANCE	OBJECT OF EXPENDITURE (CODE AND TITLE)				
\$	665741				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.F. NO.		
SIGNATURE OF ACCOUNTING OFFICER <i>Mahdi Akhmalie</i>		DATE <i>1-7-88</i>			
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1206 have been complied with and this document is exempt from review by the Department of Finance.					
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY <i>Monica A. [Signature]</i>		DATE <i>1/11/88</i>			

JAN 11 1988

Standard
Community De
Paragraph 15(e)
15. (e)

EXHIBIT D

County of El Dorado
80-RHC-009, Amendment 6
Page 2 of 2

ANNUITY FUND PAYMENT SCHEDULE

MONTH		AMOUNT
From: July 1, 1987		To: June 30, 1988
1	July 1, 1987	July 31, 1987 \$1,988
2	August 1, 1987	August 31, 1987 \$1,988
3	September 1, 1987	September 30, 1987 \$1,988
4	October 1, 1987	October 31, 1987 \$1,988
5	November 1, 1987	November 30, 1987 \$1,988
6	December 1, 1987	December 31, 1987 \$1,988
7	January 1, 1988	January 31, 1988 \$1,988
8	February 1, 1988	February 28, 1988 \$1,988
9	March 1, 1988	March 31, 1988 \$1,988
10	April 1, 1988	April 30, 1988 \$1,988
11	May 1, 1988	May 31, 1988 \$1,988
12	June 1, 1988	June 30, 1988 \$1,994
TOTAL		\$23,862
Amount encumbered		\$23,862
Total from payment schedule		\$23,862

Exhibit D is replaced in
incorporated herein.

All other terms and conditions
thereto.

IN WITNESS WHEREOF, I

STATE OF

AGENCY
Department of Housing and
BY AUTHORIZED SIGNATURE
Jinda A. P.
TITLE
CHIEF, ADMINISTRATION DIVISION

CONTINUED ON _____ SHEETS, EACH BEARING NAME
Department of General Services
Use Only

Exempt from Department of
General Services approval
Section 1206 of the State
Administrative Manual.

AN 1 1 1988

I hereby
available
SIGNATURE
M

AMENDMENT 5

July 1, 1986 to June 30, 1987

STANDARD AGREEMENT -

APPROVED BY THE
TREASURER GENERAL

CONTRACTOR
STATE AGENCY
DEPT. OF GEN. SER.
CONTROLLER

STATE OF CALIFORNIA
REV. 6/51

THIS AGREEMENT, made and entered into this 1st day of July 19 86,
in the State of California, by and between State of California through its duly elected or appointed
qualified and acting

TITLE OF OFFICER ACTING FOR STATE <u>Director</u>	AGENCY <u>Department of Housing and Community Development</u>	NUMBER <u>80-RHC-009 Am.#5</u>
<i>hereafter called the State, and</i>		
<u>County of El Dorado</u>		
<i>hereafter called the Contractor.</i>		

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Standard Agreement No. 80-RHC-009, dated May 18, 1981, between the Department of
Housing and Community Development and the County of El Dorado is hereby amended
as follows:

Paragraph 15(e) is amended to read:

15. (e) The amount encumbered by this Agreement for the purposes of Annuity
Fund Payments is \$ 15,723.00 for fiscal year or portion thereof
beginning July 1, 1986 and ending June 30, 1987.
This Agreement shall be amended annually to reflect the revised
amounts in the approved operating budget for succeeding fiscal year.

ATTEST: ALLIE MITCHELL, County Clerk and
ex officio Clerk of the Board of Supervisors
By [Signature]
Deputy Clerk, 1986

Exhibit D is replaced in its entirety by Exhibit D attached hereto and by this
reference incorporated herein.

All other terms and conditions shall remain as set forth in the original Agreement
Amendments thereto.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY <u>Department of Housing and Community Development</u>		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL STATE WHETHER A CORPORATION PARTNERSHIP, ETC.) <u>County of El Dorado</u>			
BY (AUTHORIZED SIGNATURE) <u>[Signature]</u>		BY (AUTHORIZED SIGNATURE) <u>JOSEPH V. FLYNN, Chairman</u>			
TITLE <u>CHIEF, ADMINISTRATION DIVISION</u>		TITLE <u>Board of Supervisors</u>			
CONTINUED ON <u> </u> SHEETS, EACH BEARING NAME OF CONTRACTOR		ADDRESS <u>330 Fairlane, Placerville, CA 95667</u>			
Department of General Services Use Only	AMOUNT ENCUMBERED \$	PROGRAM/CATEGORY (CODE AND TITLE) <u>20 Community Affairs</u>		FUND TITLE <u>RHCF 938</u>	
	UNENCUMBERED BALANCE \$	(OPTIONAL USE) <u>2500/24125</u>			
	ADJ. INCREASING ENCUMBRANCE \$ <u>15,723.00</u>	ITEM <u>Section 50400.5</u>	CHARTER <u>1688</u>	STATUTE <u>1984</u>	FISCAL YEAR <u>1986-87</u>
	ADJ. DECREASING ENCUMBRANCE \$	OBJECT OF EXPENDITURE (CODE AND TITLE) <u>661741</u>			
	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	S.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER <u>[Signature]</u>		DATE <u>11-05-86</u>			
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.					
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY <u>[Signature]</u>		DATE <u>11/5/86</u>			

NOV 5 1986

EXHIBIT D

City of El Dorado
RHC-009 Amend. #5

ANNUITY FUND
PAYMENT SCHEDULE

<u>MONTH</u>		<u>AMOUNT</u>
From:	July 1, 1986	To: June 30, 1987
1.	July 1, 1986	July 31, 1986
2.	August 1, 1986	August 31, 1986
3.	September 1, 1986	September 30, 1986
4.	October 1, 1986	October 31, 1986
5.	November 1, 1986	November 30, 1986
6.	December 1, 1986	December 31, 1986
7.	January 1, 1987	January 31, 1987
8.	February 1, 1987	February 28, 1987
9.	March 1, 1987	March 31, 1987
10.	April 1, 1987	April 30, 1987
11.	May 1, 1987	May 31, 1987
12.	June 1, 1987	June 30, 1987
TOTAL		
Amount encumbered	\$ 15,723.00	
Total from payment schedule	\$ 15,723.00	

NOTE Deputy Clerk 1987

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 6-87

HCF#26/1

AMENDMENT 4

July 1, 1985 to June 30, 1986

STANDARD AGREEMENT

APPROVED BY THE ATTORNEY GENERAL

- CONTRACTOR
- STATE AGENCY
- DEPT. OF GEN. SER.
- CONTROLLER
-
-
-

STATE OF CALIFORNIA
STD. 2 (REV. 6/81)

THIS AGREEMENT, made and entered into this 1st day of July, 1985, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE <u>Director</u> <i>hereafter called the State, and</i>	AGENCY <u>Department of Housing and Community Development</u> <i>hereafter called the Contractor.</i>	NUMBER <u>80-RHC-009 Am. 4</u>
<u>County of El Dorado</u>		

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Standard Agreement No. 80-RHC-009, dated May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15(e) is amended to read:

15. (e) The amount encumbered by this Agreement for the purposes of Annuity Fund Payments is \$20,469 for fiscal year or portion thereof beginning July 1, 1985 and ending June 30, 1986. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D is replaced in its entirety by Exhibit D attached hereto and by this reference incorporated herein.

All other terms and conditions shall remain as set forth in the original Agreement and Amendments thereto.

ATTEST: BILLIE MITCHELL, County Clerk and ex officio Clerk of the Board of Supervisors

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY <u>Department of Housing and Community Development</u>		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) <u>County of El Dorado</u>			
BY (AUTHORIZED SIGNATURE) <u>[Signature]</u>		BY (AUTHORIZED SIGNATURE) <u>[Signature]</u>			
TITLE <u>CHIEF, ADMINISTRATION DIVISION</u>		TITLE <u>ROBERT E. DORR</u> SEP 17 1986 <u>Chairman, Board of Supervisor</u>			
CONTINUED ON <u> </u> SHEETS, EACH BEARING NAME OF CONTRACTOR		ADDRESS <u>330 Fairlane, Placerville, CA 95667</u>			
Department of General Services Use Only Exempt from Department of General Services approval per Section 1206 of the State Administrative Manual.	AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
	\$	<u>20 Community Affairs</u>		<u>RHCF 938</u>	
	UNENCUMBERED BALANCE	OPTIONAL USE			
	\$	<u>2500/24125</u>			
	ADJ. INCREASING ENCUMBRANCE	ITEM	CHARTER	STATUTE	FISCAL YEAR
\$ <u>20,469.00</u>	<u>Section 50740</u>	<u>1043</u>	<u>1979</u>	<u>1985-86</u>	
ADJ. DECREASING ENCUMBRANCE	OBJECT OF EXPENDITURE (CODE AND TITLE)				
\$	<u>664741</u>				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO	B.R. NO		
SIGNATURE OF ACCOUNTING OFFICER <u>[Signature]</u>		DATE <u>09-27-85</u>			
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.					
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY <u>[Signature]</u>		DATE <u>SEP 30 1985</u>			

SEP 30 1985

EXHIBIT D

County of El Dorado
-RHC-009 Amend. #4

ANNUITY FUND
PAYMENT SCHEDULE

	<u>MONTH</u>		<u>AMOUNT</u>
	From: July 1, 1985	To: June 30, 1986	
1.	July 1, 1985	July 31, 1985	<u>\$ 1,705.75</u>
2.	August 1, 1985	August 31, 1985	<u>\$ 1,705.75</u>
3.	September 1, 1985	September 30, 1985	<u>\$ 1,705.75</u>
4.	October 1, 1985	October 31, 1985	<u>\$ 1,705.75</u>
5.	November 1, 1985	November 30, 1985	<u>\$ 1,705.75</u>
6.	December 1, 1985	December 31, 1985	<u>\$ 1,705.75</u>
7.	January 1, 1986	January 31, 1986	<u>\$ 1,705.75</u>
8.	February 1, 1986	February 28, 1986	<u>\$ 1,705.75</u>
9.	March 1, 1986	March 31, 1986	<u>\$ 1,705.75</u>
10.	April 1, 1986	April 30, 1986	<u>\$ 1,705.75</u>
11.	May 1, 1986	May 31, 1986	<u>\$ 1,705.75</u>
12.	June 1, 1986	June 30, 1986	<u>\$ 1,705.75</u>
	TOTAL		<u>\$20,469.00</u>

Amount encumbered \$20,469.00

Total from payments schedule \$20,469.00

AMENDMENT 3

July 1, 1984 to June 30, 1985

STANDARD AGREEMENT

APPROVED BY THE ATTORNEY GENERAL

- CONTRACTOR
- STATE AGENCY
- DEPT OF GEN. SER.
- CONTROLLER
-
-
-

STATE OF CALIFORNIA
STD. 2 (REV. 6/81)

THIS AGREEMENT, made and entered into this 1st day of July, 1984, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Director	AGENCY Department of Housing and Community Development	NUMBER 80-RHC-009
hereafter called the State, and County of El Dorado		Amend. #3
hereafter called the Contractor.		

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Standard Agreement No. 80-RHC-009, dated May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15, Annuity Fund Payments, sub-paragraph (e), is amended to read:

- (e) The amount encumbered by this Agreement for purposes of Annuity Fund Payments is \$4,995.00 for the fiscal year or portion thereof beginning July 1, 1984 and ending June 30, 1985. This agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D is deleted in its entirety and is substituted with the attached Exhibit D.

All other terms and conditions shall remain as set forth in the original agreement and any amendments thereto.

ATTEST: BILLIE MITCHELL, County Clerk and ex officio Clerk of the Board of Supervisors

The provisions on the reverse side hereof constitute a part of this agreement

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR			
AGENCY Department of Housing and Community Development	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) County of El Dorado			
BY (AUTHORIZED SIGNATURE) 	BY (AUTHORIZED SIGNATURE) 		AUG 7 1984	
TITLE CHIEF, ADMINISTRATION DIVISION	TITLE Patricia R. Lowe Chairman, Board of Supervisors			
CONTINUED ON <u> </u> SHEETS, EACH BEARING NAME OF CONTRACTOR				
Department of General Services Use Only Exempt from Department of General Services approval per Section 11102 of the State Administrative Manual	AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE
	\$	20 Community Affairs		RHCF-938
	UNENCUMBERED BALANCE	OPTIONAL USE		
	\$	2510/24120		
	ADJ. INCREASING ENCUMBRANCE	ITEM	CHARTER	STATUTE
\$ 4,995.00	Sec. 50740 Health & Safety Code	1043	1979	84-85
ADJ. DECREASING ENCUMBRANCE	OBJECT OF EXPENDITURE (CODE AND TITLE)			
\$	665741			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
SIGNATURE OF ACCOUNTING OFFICER 				DATE 08-27-84
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 13009 have been complied with and this document is exempt from review by the Department of Finance				
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY 				DATE 8/28/84

AUG 28 1984

EXHIBIT D

ANNUITY FUND
PAYMENT SCHEDULE

FISCAL YEAR		<u>AMOUNT</u>
From: July 1, 1984	To: June 30, 1985	
1. July 1, 1984	July 31, 1984	\$ <u>416</u>
2. August 1, 1984	August 31, 1984	\$ <u>416</u>
3. September 1, 1984	September 30, 1984	\$ <u>416</u>
4. October 1, 1984	October 31, 1984	\$ <u>416</u>
5. November 1, 1984	November 30, 1984	\$ <u>416</u>
6. December 1, 1984	December 31, 1984	\$ <u>416</u>
7. January 1, 1985	January 31, 1985	\$ <u>416</u>
8. February 1, 1985	February 28, 1985	\$ <u>416</u>
9. March 1, 1985	March 31, 1985	\$ <u>416</u>
10. April 1, 1985	April 30, 1985	\$ <u>416</u>
11. May 1, 1985	May 31, 1985	\$ <u>416</u>
12. June 1, 1985	June 30, 1985	\$ <u>419</u>
TOTAL		<u>\$4,995</u>
Amount encumbered		\$ <u>4,995</u>
Total from payment schedule		\$ <u>4,995</u>

HCF#26/1

AMENDMENT 2

July 1, 1983 to June 30, 1984

STANDARD AGREEMENT

APPROVED BY THE ATTORNEY GENERAL

- CONTRACTOR
- STATE AGENCY
- DEPT. OF GEN. SER.
- CONTROLLER
-
-
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STATE OF CALIFORNIA
STD. 2 (REV. 6/81)

THIS AGREEMENT, made and entered into this 1st day of December, 19 83, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Director <i>hereafter called the State, and</i>	AGENCY Department of Housing and Community Development <i>hereafter called the Contractor.</i>	NUMBER 80-RHC-009 Amend. #2
County of El Dorado		

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Standard Agreement No. 80-RHC-009, dated May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

Paragraph 15, Annuity Fund Payments, sub-paragraph (e), is amended to read:

- (e) The amount encumbered by this Agreement for purposes of Annuity Fund Payments is \$7,822.48 for the fiscal year or portion thereof beginning January 1, 1984 and ending June 30, 1984. This agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

Exhibit D is deleted in its entirety and is substituted with the attached Exhibit D.

All other terms and conditions shall remain as set forth in the original agreement and any amendments thereto.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY Department of Housing and Community Development		CONTRACTOR IF OTHER THAN AN INDIVIDUAL STATE WHETHER A CORPORATION, PARTNERSHIP, ETC. County of El Dorado			
BY (AUTHORIZED SIGNATURE) <i>Joseph Brown</i>		BY (AUTHORIZED SIGNATURE) <i>Patricia K. Lowe</i>			
TITLE CHIEF, ADMINISTRATION DIVISION		TITLE FATRICA K. LOWE Chairman, Board of Supervisors			
CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR		ADDRESS 330 Fair Lane, Placerville, CA 95667			
Department of General Services Use Only	AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
	\$	20 Community Affairs		RHCF-938	
	UNENCUMBERED BALANCE	OPTIONAL USE			
	\$	2510/24120			
	ADJ. INCREASING ENCUMBRANCE	ITEM	CHARTER	STATUTE	FISCAL YEAR
\$ 7,822.48	Sec. 50740 Health & Safety Code	1043	1979	83-84	
ADJ. DECREASING ENCUMBRANCE	OBJECT OF EXPENDITURE (CODE AND TITLE)				
\$	665741				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.S.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER <i>Lo Lada Townsend</i>		DATE 01-31-84			
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance					
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY <i>Jordan A. Powell</i>		DATE 1/31/84			

ATTEST: DOLores WEDDESCH, County Clerk and ex-officio Clerk of the Board of Supervisors
By *[Signature]* Deputy Clerk

JAN 31

EXHIBIT D

ANNUITY FUND
PAYMENT SCHEDULE

<u>MONTH</u>		<u>AMOUNT</u>
From: 1-1-84	To: 6-30-84	
1. January 1, 1984	January 31, 1984	\$ <u>7,822.48</u>
2. February 1, 1984	February 28, 1984	\$ <u>-0-</u>
3. March 1, 1984	March 31, 1984	\$ <u>-0-</u>
4. April 1, 1984	April 30, 1984	\$ <u>-0-</u>
5. May 1, 1984	May 31, 1984	\$ <u>-0-</u>
6. June 1, 1984	June 30, 1984	\$ <u>-0-</u>
7.		\$ _____
8.		\$ _____
9.		\$ _____
10.		\$ _____
11.		\$ _____
12.		\$ _____
TOTAL		\$ <u><u>7,822.48</u></u>
Amount encumbered		\$ <u>7,822.48</u>
Total from payment schedule		\$ <u>7,822.48</u>

HCF#26/1

AMENDMENT 1

July 1, 1982 to June 30, 1983

STANDARD AGREEMENT

APPROVED BY THE
ATTORNEY GENERAL

STATE OF CALIFORNIA
STD. 2 (REV. 6/81)

- CONTRACTOR
- STATE AGENCY
- DEPT. OF GEN. SER.
- CONTROLLER
-
-
-

THIS AGREEMENT, made and entered into this 1st day of September, 19 82,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE <u>Director</u> <i>hereafter called the State, and</i>	AGENCY <u>Department of Housing and Community Development</u>	NUMBER <u>80-RHC-009</u> <u>Amend. #1</u>
<u>County of El Dorado</u> <i>hereafter called the Contractor.</i>		

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. Standard Agreement No. 80-RHC-009, dated May 18, 1981, between the Department of Housing and Community Development and the County of El Dorado is hereby amended as follows:

A. Paragraph 15 is deleted in its entirety and is substituted with the following:

"15. Annuity Fund Payments

(a) The Department shall provide financial assistance from the Annuity Fund Account to subsidize approved annual Operating Costs of the Development attributable to the assisted units. Prior to the completion of the Development, the LFE shall submit to the Department a proposed operating budget, including projected Operating Costs attributable to the assisted units and projected income from rents from the assisted units, including accrued rents and a prorata share,

ATTEST: DOLORES BREDESON, County Clerk and
ex-officio Clerk of the Board of Supervisors
By [Signature]
Deputy Clerk

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY <u>Department of Housing and Community Development</u>		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) <u>County of El Dorado</u>			
BY (AUTHORIZED SIGNATURE) <u>[Signature]</u>		BY (AUTHORIZED SIGNATURE) <u>[Signature]</u>		DATE <u>12/7/82</u>	
TITLE <u>CHIEF, ADMINISTRATION DIVISION</u>		TITLE <u>Chairman, Board of Supervisors</u>			
CONTINUED ON <u> </u> SHEETS, EACH BEARING NAME OF CONTRACTOR		ADDRESS <u>330 Fair Lane, Placerville CA 95667</u>			
Department of General Services Use Only Exempt from Department of General Services approval per Section 12016 of the State Administrative Manual.	AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
	\$	2510/24110		RHCP	
	UNENCUMBERED BALANCE	(OPTIONAL USE)			
	\$	ITEM	CHARTER	STATUTE	FISCAL YEAR
	\$ 3,437.50	A/C 938-224-733-001-00-00			1982-83
ADJ. DECREASING ENCUMBRANCE	OBJECT OF EXPENDITURE (CODE AND TITLE)				
\$	664731				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER <u>[Signature]</u>		DATE <u>12/23/82</u>			
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 12018 have been complied with and this document is exempt from review by the Department of Finance.					
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY <u>[Signature]</u>		DATE <u>12/29/82</u>			

DEC 29 1982

approved by the Department, of the Project Income derived from sources other than rents, for the fiscal year, or portion thereof, immediately following initial occupancy of the Development. The annual operating budget shall be deemed to be the operating budget submitted by the Contractor to the Department together with such modifications, additions, or deletions as may be directed by the Department. For subsequent fiscal years, the LFE shall submit reports and budgets in accordance with paragraphs 24 and 25, respectively, of this Contract.

(b) On the basis of the approved initial and subsequent budgets submitted by the LFE, the Department shall make payments from the Annuity Fund Account for the following fiscal year in the amount of the difference between the approved projected Operating Costs attributable to the assisted units, and the projected income from the rents from assisted units, including accrued rents and a prorata share, approved by the Department, of the Project Income derived from sources other than rents, subject to the requirements of subparagraph (c) below. Such payments shall be made monthly in the amounts specified in the payment schedule attached as Exhibit D, and deposited in such accounts and in such financial institutions as the Department may direct. The total payments indicated in Exhibit D shall not exceed the amount specified in the approved operating budget, including such amendments to the budget as may be approved by the Department pursuant to the Regulatory Agreement. Such payments shall be utilized by the LFE only for the payment of approved Operating Costs attributable to assisted units in the Development. The LFE shall disburse Annuity Fund Payments to the Sponsor in accordance with the terms of the Regulatory Agreement referred to herein.

(c) Where the Contractor is not the Sponsor of the Development as defined in Section 50745(g) of the Health and Safety Code, at the written request of the Contractor, disbursements may be made directly to the Sponsor pursuant to Section 7846(c) of the Program Regulations for application and use in accordance with this Agreement and the Regulatory Agreement.

(d) Payments under this Agreement may be terminated or withheld by the Department in the following circumstances:

- (1) the termination of the Regulatory Agreement or the State Contract in accordance with the terms thereof;
- (2) failure of the Contractor to fulfill its obligations under the Regulatory Agreement or the State Contract;
- (3) failure of the Contractor to ensure that the Development is operated and maintained in substantial conformity with the approved management plan required by the Regulatory Agreement as updated from time to time.

(e) The amount originally encumbered by this Agreement for purposes of Annuity Fund Payments is \$3,437.50 for the fiscal year or portion thereof beginning July 1, 1982, and ending June 30, 1983. This Agreement shall be amended annually to reflect the revised amounts in the approved operating budget for succeeding fiscal years.

(f) The Contractor further agrees to provide the State with an annual audit as required by the Regulatory Agreement, and provide the State access to records regarding the development at all times during the contract period and for three years following the termination of the Regulatory Agreement. The cost of the audit is identified as a line item in the approved annual budget.

(g) On the basis of the annual financial report submitted to the Department pursuant to Paragraph 24 of this Contract, the Department shall determine the amount of Excess Annuity Fund Payments, if any, received by the LFE in the preceeding fiscal year. The LFE agrees to abide by the directives of the Department and applicable terms of the Regulatory Agreement with respect to the disposition of such funds. The directives may include, but are not limited to, direct reimbursement of the funds to the Department or the reduction of future Annuity Fund Payments.

(h) In the event that the Department determines that insufficient funds are available in the Annuity Fund Account to pay the entire amount described in subparagraph (b), the Department and the LFE agree to make all reasonable efforts to secure funds from other sources, including the Management Reserve Account. If the Department determines that funds from other sources are not available, it may authorize the reduction of the number of assisted units in the Development to the extent necessary to maintain the fiscal integrity of the Development. Rental income from such units shall be applied to Operating Costs and shall supplement Annuity Fund Payments. Any reduction in assisted units shall be reviewed by the Department at least annually as to its continued necessity.

(i) In the event that income from the rents from assisted units, including accrued rents and a prorata share, approved by the Department, of the Project Income derived from sources other than rents, exceeds actual approved Operating Costs attributable to the assisted units in a given fiscal year, the LFE agrees to return the difference to the Department within thirty (30) days after the Department's approval of the Annual Report required by paragraph 24 of this Contract, subject to applicable terms of the Regulatory Agreement."

B. The attached Exhibit B replaces the original Exhibit B in its entirety.

2. All other terms and conditions remain as originally set forth.

HCF#146/5

EXHIBIT B

Unit Description (Bedrooms)	ASSISTED UNITS				NON-ASSISTED UNITS	
	Very Low Income		Other Lower Income		Number of Units	Occupancy ^{1/}
	Number of Units	Occupancy ^{1/}	Number of Units	Occupancy ^{1/}		
11	11	Mentally and Developmentally Handicapped	None		None	
1	1	Set aside for Managers unit				

^{1/}Occupancy is restricted to the designated group.

#146/5

EXHIBIT D

ANNUITY FUND
PAYMENT SCHEDULE

	<u>MONTH</u>	<u>AMOUNT</u>
	From: 9/1/82	To: 6/30/83
1.	Not in occupancy	\$ <u>-0-</u>
2.	Not in occupancy	\$ <u>-0-</u>
3.	September 1, 1982	September 30, 1982
		\$ <u>343.75</u>
4.	October 1, 1982	October 31, 1982
		\$ <u>343.75</u>
5.	November 1, 1982	November 30, 1982
		\$ <u>343.75</u>
6.	December 1, 1982	December 31, 1982
		\$ <u>343.75</u>
7.	January 1, 1983	January 31, 1983
		\$ <u>343.75</u>
8.	February 1, 1983	February 28, 1983
		\$ <u>343.75</u>
9.	March 1, 1983	March 31, 1983
		\$ <u>343.75</u>
10.	April 1, 1983	April 30, 1983
		\$ <u>343.75</u>
11.	May 1, 1983	May 31, 1983
		\$ <u>343.75</u>
12.	June 1, 1983	June 30, 1983
		\$ <u>343.75</u>
TOTAL		\$ <u>3,437.50</u>
Amount encumbered		\$ <u>3,437.50</u>
Total from payment schedule		\$ <u>3,437.50</u>

HCF#146/5

RECORDING REQUEST BY:
INTER-COUNTY TITLE CO.
Escrow #135 106-A VH

OFFICIAL RECORDS
RECORDED AT REQUEST OF
INTER COUNTY TITLE CO.

DEC 17 1981

WHEN RECORDED RETURN TO:
DEPT. HOUSING AND COMMUNITY
AFFAIRS STATE OF CALIFORNIA
921 10th St.
Sacramento, CA 95814 Sponsor Development

AT 8 MIN. PAST 8 O'CLOCK A M.

EL DORADO COUNTY, CALIFORNIA

Dorothy Carr, Recorder

APN 48-020-47

REGULATORY AGREEMENT - NUMBER 80-RHC-009
Rental Housing Construction Program

22 00

This Regulatory Agreement, dated November 25, 1981, is made and entered into by and between Mother Lode Rehabilitation Enterprises, Inc, a California nonprofit corporation (hereinafter the "Sponsor"), and the County of El Dorado, a California county (hereinafter "the Local Finance Entity" or "LFE"), a political subdivision organized and operated under the Constitution and laws of the State of California.

RECITALS

A. The Sponsor is the owner of real property (hereinafter the "Property") described in Exhibit A attached hereto and made a part hereof. On behalf of, and with the approval of the Sponsor, the LFE has applied to the California Department of Housing and Community Development (hereinafter the "Department") for financial assistance for the development, construction, and operation on the Property of a rental housing development for the care of developmentally disabled residents (hereinafter the "Development"). Said financial assistance will be provided by the Department pursuant to the Rental Housing Construction Program (hereinafter the "Program") established by Chapter 9 of Part 2, Division 31 of the Health and Safety Code (Sections 50735, et seq.) and the rules and regulations adopted thereunder, Subchapter 10, Chapter 7, Part 1, Title 25 of the California Administrative Code (Section 7800, et seq.). The Sponsor and the LFE agree to be bound and to abide by all applicable statutes and rules and regulations cited above with respect to the Development and the financial assistance provided by the Department.

B. The LFE and the Department have entered into a State Contract, numbered 80-RHC-009 and dated, November 25, 1981, regarding the Development and the financial assistance to be provided therefor. Sponsor agrees that it is aware of the provisions of the State Contract and that the State Contract imposes certain obligations upon the LFE which require the cooperation and assistance of the Sponsor. Sponsor will make all reasonable efforts necessary to assist the LFE in meeting its obligations under the State Contract.

C. Pursuant to the terms of the State Contract and to the requirements of the Program, the LFE is providing below-market interest rate (hereinafter "BMIR") financing equivalent, to be used in conjunction with financial assistance for the Development provided by the Department.

49272

D. As an inducement to the LFE to provide the financial assistance made available under the Program, the Sponsor has agreed to enter into this Agreement and has consented to be regulated and restricted as provided herein.

E. This Agreement and any amendment hereto is subject to the approval of the Department and shall be of no force or effect without such approval.

NOW, THEREFORE, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are a part of this Agreement.

2. Compliance with Law: The Sponsor agrees that at all times its acts regarding the Development shall be in conformity with all provisions of the Program including the statutes, rules and regulations and such policies and procedures of the Department pertaining thereto, as amended and in effect from time to time. The Sponsor acknowledges that it is familiar with such applicable statutes, rules and regulations, and that professional advice is available as necessary for the purpose of enabling the Sponsor to fully comply with such statutes, rules and regulations.

3. Definitions.

(a) Unless the context requires otherwise, the terms used in this Agreement shall be governed by the definitions set forth at Subchapter 10, Chapter 7, Part 1, Title 25 of the California Administrative Code, Section 7802, as amended and in effect from time to time. All references to code sections herein refer to Title 25 of the California Administrative Code unless otherwise noted.

(b) In addition, the following terms shall have the meanings set forth below:

"Annuity Fund Account" means the account established pursuant to Section 7808 for the payment of operating subsidies pursuant to Section 7834.

"Completion Date" means the date on which the LFE makes the final disbursement of funds to the Sponsor in accordance with the terms of the Development Agreement or the terms of the BMIR financing, whichever is later to occur or such other date as may be determined in writing by the LFE.

"Development Funds" means all cash, deposits and near cash items received by or due the Sponsor in connection with the ownership and management of the Development, including, but not limited to, Gross Operating Receipts, insurance proceeds, condemnation awards, loan proceeds, Development Payments, capital contributions, security deposits, and interest or other income earned on deposits or investments of the foregoing.

"Development Payments" means payments pursuant to Section 7832 for development costs as defined in Section 7802.

"Development Property" means all property real or personal, acquired with payment of Development Funds.

"Excess Program Payments" means funds in an amount by which aggregate Annuity Fund Payments, and rents received or accruing from

assisted units received by the Sponsor in any fiscal year exceed the Operating Costs attributable to the assisted units.

"Gross Operating Receipts" means funds of the Development derived from operations and operating subsidies including, if applicable, Project Income, proceeds from loans made for the purpose of defraying Operating Costs, if any, Annuity Fund Payments, Management Reserve Funds, housing assistance payments pursuant to Section 8 of the Housing Act of 1937, 42 U.S.C. 1437, et seq., any other rental assistance subsidies provided in accordance with a Federal, State, or local housing program, and any interest or other income earned on deposits or investments of the foregoing. The term "Gross Operating Receipts" does not include proceeds from fire extended coverage or any other insurance, condemnation awards, proceeds from loans, except short-term loans made for the purpose of defraying Operating Costs, Development Payments, capital contributions to the Sponsor from its shareholders, members, partners or other beneficial owners, any security deposit required of tenants until such time, if ever, as the deposit becomes the property of the Sponsor free of any claim by or derived from the tenant or tenants who made the deposit, or any interest or other income earned on security deposits or on funds deposited in the Reserve Fund for Replacements, the Performance Incentive Fund, the Development Cost Escrow, or any other reserve fund or escrow account established in accordance with this Agreement.

"Loan Closing" means the date on which the note and deed of trust required by the State Contract are recorded.

"Operating Costs" shall have the meaning set forth in Section 7834(d), as amended and in effect from time to time.

"Project Income" means all income, from whatever sources, generated by the Development, including dwelling unit rents, any other duly authorized tenant charges, commercial rents and net income from laundry room and vending machine operations and similar sources. Any and all rents accruing to the LFE from occupied units shall be included as Project Income.

4. Term of Agreement. The term of this Agreement shall commence on the date indicated above and shall continue for thirty (30) years from the date that the Development is certified for occupancy.

5. Assisted Units.

(a) The Sponsor shall provide within the Development the number and size of Assisted Units described in Exhibit B attached hereto and made a part hereof. The Sponsor shall restrict the availability and occupancy of Assisted Units to eligible households, as defined herein. The Sponsor shall charge only those rents, including the allowance for utility costs, for Assisted Units as permitted by this Agreement. No changes or adjustments in the rents charged for Assisted Units shall be permitted nor shall any additional fees or charges be permitted, except in accordance with this Agreement and the statutes, rules and regulations governing the Program. The number of Assisted Units to be available on a priority basis to or occupied by very low income households shall be set forth in Exhibit B.

(b) The number of Assisted Units in the Development may be reduced only with the approval of the LFE and the Department, and only if the

annuity fund, other Program funds or other available subsidies cannot provide adequate assistance to maintain the Development's fiscal integrity. Any such reduction shall be reviewed no less than annually as to its continued necessity. Upon such review, the Department or the LFE may require that such reduced number of Assisted Units be increased to any number up to and including the number of Assisted Units set forth in Exhibit B.

6. Eligible Households. Households eligible to occupy Assisted Units shall be very low income households or other lower income households as defined in Sections 6926 and 6928.

7. Rents and Rent Adjustments.

(a) The Sponsor shall establish and maintain affordable rents and utility allowances for Assisted Units in the development in accordance with the requirements of Section 7806, as amended and in effect from time to time.

(b) Rents and utility allowances for Assisted Units shall be adjusted as necessary in accordance with the requirements of Section 7864(a), as amended and in effect from time to time.

8. Financial Assistance.

(a) The LFE shall provide financial assistance in the form of Development Payments to the Sponsor for the development and construction of the Development, in accordance with the amount, manner, timing and terms specified in full in the Development Agreement executed by the parties hereto. The LFE shall comply with all terms, covenants and conditions of the State Contract previously described herein to ensure that such financial assistance will be available from the Department in order to ensure compliance with payment schedules set forth in the Development Agreement. Sponsor agrees to utilize all funds disbursed pursuant to the provisions of the Development Agreement exclusively for the purposes designated therein. The LFE is not obliged or required to provide Development Payments to the Development except as specified in the Development Agreement and except as may be provided for in such other documents or agreements as may be executed from time to time between the parties hereto. The LFE shall cooperate with the Sponsor in applying to the Department for such additional financial assistance from the Program as may be available and necessary to ensure the financial integrity of the Development.

(b) The restrictions on the Sponsor and the Development contained in this Agreement and the rights of enforcement of such restrictions accruing to the LFE or the Department are separate and distinct, and are not dependent or conditioned upon, any financial interest or claim that the LFE or Department might otherwise have on account of the financial assistance provided herein.

9. Annuity Fund Payments.

(a) The LFE shall disburse to the Sponsor the financial assistance provided from the Department's Annuity Fund Account pursuant to the State Contract to subsidize approved annual Operating Costs of the Development. Prior to the completion of the Development, the Sponsor shall submit to the LFE a proposed project budget for the fiscal year, or portion thereof, immediately following initial occupancy of the Development. For subsequent fiscal years, the Sponsor shall submit reports and budgets to the LFE in

accordance with paragraphs 12 and 13, respectively, of this Agreement. The initial and subsequent proposed budgets shall be subject to the review and approval of the Department.

(b) On the basis of the approved initial and subsequent budgets submitted by the Sponsor, the LFE shall make payments provided by the Department from the Annuity Fund Account for the following fiscal year in the amount of the difference between the approved projected Operating Costs allocated to the Assisted Units as set forth in paragraph 10(b) of this Agreement and the projected income from rents from the Assisted Units, subject to the requirements of subparagraph (c) below. Such payments shall be made monthly and deposited in such accounts and in such financial institutions as the LFE may direct. Such payments shall be utilized by the Sponsor only for the payment of approved Operating Costs attributable to the Assisted Units.

(c) In the event that the Department determines that insufficient funds are available in the Annuity Fund Account to pay the entire amount described in subparagraph (b), the Sponsor and the LFE agree to make all reasonable efforts to secure funds from other sources, including the Department's Management Reserve Account. The LFE is not obliged or required to provide annuity or other operational or rent subsidy payments from local revenue sources. If the Department determines that funds from other sources are not available, it may authorize the reduction of the number of Assisted Units in the Development to the extent necessary to maintain the fiscal integrity of the Development. Rental income from such units shall be applied to Operating Costs and shall supplement Annuity Fund Payments. Any reduction in Assisted Units shall be reviewed by the Department at least annually as to its continued necessity.

10. Cash Flow from Operations.

(a) Gross Operating Receipts. The Gross Operating Receipts received by the Sponsor or its agents shall be deposited promptly in the name of the Sponsor in an account with an institution whose deposits are insured by the F.D.I.C. or the F.S.L.I.C. Withdrawals from the account shall be made only in accordance with the provisions of this Agreement and shall be disbursed, applied, or reserved and set aside for payment when due, in the following priority, to the extent available: (1) salaries, wages and any other compensation due and payable to the employees of the Sponsor or any of its agents employed on site in connection with the maintenance, administration or operation of the Development, along with all withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments required in connection with such employees; (2) all payments for which the Sponsor is responsible in connection with utilities, real estate taxes and assessments, liability, fire and other hazard insurance; (3) all other expenses incurred to cover Operating Costs, but not including deposits to the Reserve Fund for Replacements, including the fee of the managing agent, in accordance with the approved operating budget of the Development; (4) funds required to be returned to the LFE as Excess Program Payments; and (5) required deposits to the Reserve Fund for Replacements. The Sponsor may depart from the foregoing priorities of payment only upon the express written approval of the LFE.

(b) Excess Program Payments. The Sponsor shall estimate Excess Program Payments on a quarterly basis and apply such payment to the Excess Program Payments Account. At the end of each fiscal year the actual annual

Excess Program Payments shall be determined in accordance with the Development's audited financial report. The Department may direct that all or any part of the funds remaining in the Excess Program Payments Account as of the end of any fiscal year of the Development may be applied in future years to offset Annuity Fund Payments due and payable to the Development, or the Department may recover or direct the application of all or any part of such funds for other purposes of the Program regardless of any direct or indirect benefit to the Development or the LFE.

(c) Reserve Fund for Replacements. Commencing on the 20th day of the month following the Completion Date, or on such other date as the LFE shall designate in writing, the Sponsor shall maintain the Reserve Fund for Replacements by disbursing from Gross Operating Receipts in accordance with the priorities established in subparagraph (a) of this paragraph and depositing on or before the 20th day of each month, in a F.D.I.C. or F.S.L.I.C. insured account established by the LFE in its name and under its exclusive control, subject to the directions of the Department, an amount established from time to time by the LFE as adequate at all times to fund the cost of replacing structural elements or equipment of the Development considering remaining useful life, deterioration, obsolescence, escalating costs of replacement and other factors as may be pertinent. The initial deposit to the Reserve Fund for Replacements shall be \$75 per month but the adequacy of the monthly deposits shall be reviewed not less frequently than biennially by the LFE, and the amount of such deposits adjusted accordingly; provided, however, that any increase in the amount of the deposits to the Reserve Fund for Replacements between any two consecutive fiscal years of the Development shall not exceed 10%. All interest or other income earned thereon shall be applied solely to the purposes of the Reserve Fund for Replacements. Disbursements from the Reserve Fund for Replacements shall be made only upon the approval or at the direction of the LFE.

11. Unauthorized Possession of Development Funds or Property. If the Sponsor, or any of its officers, directors, employees or agents, or any of its shareholders, members, partners, or other beneficial owners, or any other person, should receive or come into possession of Development Funds, other than in connection with the payment of Operating Costs or the repayment of Operating Loans, all as authorized by the provisions of this Agreement, such funds shall be deposited immediately in an account of the Sponsor established on behalf of the Development in accordance with this Agreement, or failing to do so, shall hold such funds in trust. If the Sponsor, or any of its officers, directors, employees or agents, or any of its shareholders, members, partners, or other beneficial owners, or any other person should receive or come into possession of Development property in violation of this Agreement, such property shall be delivered immediately to the LFE, or failing to do so, shall hold such property in trust. Any Development Funds or Development property thus held in trust shall be held separate and apart from any other funds or property of the recipient or possessor for the sole benefit of the LFE.

12. Annual Report. The Sponsor shall file with the LFE an annual report in a form approved by the Department no later than 60 days after the end of each fiscal year established for the Development. A separate report shall be filed for each Development for which the Sponsor is responsible under the Program. The report shall contain such information as the LFE may then require, including, but not limited to, the following:

(6)

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(a) The fiscal condition of the Development, including a financial statement indicating surplus or deficits in operating accounts, a detailed itemized listing of income and expenses, and the amounts of any fiscal reserves. Such financial statement shall be prepared in accordance with the requirements of the LFE and the Department, certified at the Development's expense by an independent Certified Public Accountant licensed in California or other accountant acceptable to the Department.

(b) The substantial physical defects in the development, including a description of any major repair or maintenance work undertaken in the reporting year.

(c) The occupancy of the Development indicating:

(1) The number and sizes of units available to and/or actually occupied by very low income households, and if any, the handicapped and elderly;

(2) the distribution of income of eligible households; and

(3) the ethnic groups to which eligible households belong if known and the distribution of income of households on waiting lists for Assisted Units; and

(4) general management performance, including tenant relations and other relevant information consistent with the approved Management Plan.

13. Annual Operating Budget.

(a) The fiscal year for the Development shall commence on July 1 and conclude on June 30 of the following calendar year.

(b) The Sponsor will submit to the LFE a proposed operating budget for the Development not less than ninety (90) days prior to the beginning of each fiscal year of the Development subsequent to the completion of the Development. The proposed operating budget shall set forth the anticipated gross income of the Development, including such payments as may be provided from the Program, and a detailed estimate of all Operating Costs thereof, which shall include an itemization of administration expenses, maintenance expenses, cost of utilities, hazard insurance, taxes and assessments, and deposits to all funds, reserves or accounts required by the LFE and/or established by the Sponsor. Upon approval by the LFE and the Department, such proposed operating budget shall be the operating budget for the next fiscal year of the Development.

(c) The proposed annual budget shall be accompanied by a request for payments from the Annuity Fund Account, as described in paragraph 9 above, if, in the LFE's opinion, such funds are required to maintain the fiscal integrity of the Development.

14. Tenant Selection Procedures.

(a) Prior to Completion Date, Sponsor shall prepare, implement and abide by an affirmative marketing plan incorporated herein by reference. Such plan shall meet the requirements of Section 7856(a). Such plan shall be subject to the review and approval of the Department.

(b) Sponsor shall prepare, implement and abide by a tenant preference plan for Assisted Units incorporated herein by reference. Such plan shall meet the requirements of Section 7856(b).

(c) The Sponsor shall advertise the availability of Assisted Units and solicit applications from eligible households in accordance with the plans set forth in subparagraphs (a) and (b) above. Applications for

Assisted Units shall be in a form approved by the Department and shall be available for inspection by the LFE.

(d) On receipt of the application for occupancy of Assisted Units, the Sponsor shall determine the eligibility of the household under the terms of this Regulatory Agreement; verify the information supplied by the household in the application; and certify the income of the household for the purpose of determining the rent affordable to such household pursuant to this Agreement.

(e) If the Sponsor determines that the potential tenant is eligible, the Sponsor shall promptly so notify the potential tenant of eligibility and, based on turnover history, when a unit may be available.

(f) If the Sponsor determines that the potential tenant is not eligible to occupy an Assisted Unit, the Sponsor shall promptly notify the potential tenant in writing stating the reasons for such determination and the procedure for appeal pursuant to paragraph 19 of this Agreement.

(g) The Sponsor shall compile an initial list of eligible households applying to occupy Assisted Units. Initial tenancy shall be determined by lot. After initial tenancies, the priority shall be established in order of application, except that tenants entitled to preference shall receive preference over nonpreference households.

(h) The Sponsor may refuse to place an eligible household on the list required by subparagraph (g) or remove such household from such list if the Sponsor determines that such household has unreasonably provided false information in its application, or has, in the two years preceding the application, been evicted by a court of law on more than one occasion on grounds which were consistent with paragraph 18 of this Agreement. The Sponsor may not use status criteria including but not limited to source of income or marital status in determining eligibility. A potential tenant refused a rental unit or a place on a waiting list shall be notified in writing stating the reasons for such determination and the procedure for appeal of this decision pursuant to paragraph 19 of this Agreement.

(i) As Assisted Units become available, the Sponsor shall offer them for occupancy by eligible households in accordance with the application date and with the requirement for occupancy by different income levels pursuant to the provisions of this Agreement.

15. Unit Occupancy Standards.

(a) The general standards for determination of occupancy shall be two (2) household members for each bedroom.

16. Lease and Occupancy Procedures

(a) Each eligible household selected to occupy an Assisted Unit shall enter into a lease with the Sponsor. Such a lease shall be a standard form approved by the Department and shall include, at a minimum, the terms set forth in Section 7858(a).

(b) The Sponsor must establish reasonable rules of conduct and occupancy which shall be in writing, given to each tenant, and effective 30 days after any amendment thereof. Such rules may in no manner discriminate between occupants of assisted and unassisted units.

(c) Except as specifically set forth in this Agreement, leases and the landlord-tenant relationship shall be subject to California law.

17. Tenant Income Certification. The income of a tenant in an Assisted Unit shall be recertified once each year in accordance with the procedures set forth in Section 7858(c). Upon tenant recertification, the Sponsor shall take appropriate steps to ensure that all requirements of Section 7858(d) and (e) are met with respect to income status, rent and occupancy eligibility.

18. Termination and Eviction.

(a) A tenancy in an Assisted Unit may be terminated with the termination being deemed an eviction under the following circumstances.

- (1) death of the sole tenant of a unit,
- (2) by the tenant at the expiration of a term of occupancy,
- (3) by abandonment of the premises by the tenant, or
- (4) by a failure to maintain income eligibility pursuant to Section 7858, providing the Sponsor gives the tenant 60 days written notice of such termination.

Any termination of a tenancy other than those listed in this subparagraph shall constitute an "eviction" and shall be effected only pursuant to the remaining provisions of this paragraph.

(b) The Sponsor shall not evict in violation of California law and only upon the following grounds: material noncompliance with the lease, material failure to carry out obligations under State law, or any other good cause which may include the refusal of a family to accept an approved modified lease. "Material noncompliance with the lease" includes one or more substantial violations of the lease or habitual minor violations of the lease which:

- (1) disrupt the livability of a building,
- (2) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related facilities,
- (3) interfere with the management of the building, or
- (4) have an adverse financial effect on the building.

Rent shall be due on the first day of the rental period but will not be late until the sixth day of that period. Non-payment of rent or any other financial obligation under the lease after a three-day notice to pay rent or quit will constitute material noncompliance with the lease, but payment during such a period will constitute a minor violation.

(c) Notice of termination or eviction shall be provided to the tenant pursuant to law, except that such notice shall contain in addition to other required information, a statement of the facts constituting cause for eviction and the right of a tenant to a hearing pursuant to Section 7862 if a request for hearing is provided within the time permitted by the eviction or termination notice. If a hearing is requested within 10 days after service of a three-day notice to pay rent or quit, that notice shall not be operative until three days after a final decision is rendered in the hearing. No hearing shall be required if an eviction is noticed pursuant to Section 1161(4) of the Code of Civil Procedure.

(d) The procedure for eviction shall be pursuant to law, except that hearings pursuant to Section 7862 may be interposed upon timely request by the tenant.

19. Appeal and Grievance Procedures.

(a) Prior to occupancy of the Development, the Sponsor shall adopt written proposed procedures governing grievances and appeals of complaints of present or prospective tenants concerning the Sponsor or other tenants in the Development. The proposed procedures shall be reviewed by and subject to the approval of the Department, which shall require such modifications as necessary to meet the requirements of the Program. The approved procedures shall meet all the requirements of Section 7862. The Sponsor shall ensure that the adjusted procedures are implemented and followed with respect to each individual appeal or grievance. The Sponsor agrees to abide by the directives of the LFE or the Department with respect to the implementation and enforcement of the appeal and grievance procedures adopted hereunder. The Department shall be the final authority for the purpose of interpretation of the requirements of the Program, upon a written request by any party for interpretation.

(b) A written copy of the approved grievance and appeal procedures shall be given to each tenant at the time of admission and thereafter as changes are approved, and to each prospective tenant upon rejection.

20. Rent Increase Procedures.

(a) Base rents as set forth in Section 7806 shall be adjusted within 60 days following each publication by the Department of a new schedule of base rents, and utility cost adjustments shall be made pursuant to Section 7806(e). A 30-day notice of utility allowance or base rent change shall be given to the tenant prior to the effective date of such an increase or decrease.

(b) Following completion of recertification of tenant income pursuant to Section 7858(c), a 30-day notice to the tenant of rent increase or decrease must be given prior to the effective date of such an adjustment.

(c) Prior to any change in the rent, the Sponsor shall notify each tenant, in writing, of informal meetings with the Sponsor to discuss the rent rate changes.

21. Maintenance and Management.

(a) The Sponsor is responsible for all management functions (including selection of tenants, recertification of family incomes, evictions and other terminations of tenants, and collection of rent) and all repair and maintenance functions, including ordinary and extraordinary maintenance and replacement of capital items.

(b) The Sponsor shall prepare and implement a management plan governing the management responsibilities of the Development. Such plan shall be in a form and contain such information as may be required by the LFE and shall be subject to the approval of the LFE. The plan, at a minimum, shall meet the requirements of Section 7868(d). The plan shall be updated as necessary in conjunction with the annual report required by this Agreement.

(c) With the approval of the LFE, the Sponsor may contract with a private or public entity for the performance of the services or duties required in subparagraph (a). However, such an arrangement does not relieve the Sponsor of responsibility for proper performance of these duties.

(d) Any contract executed pursuant to subparagraph (c) shall contain a provision that it shall be subject to termination by the Sponsor, without penalty, upon not less than thirty (30) days prior written notice. At the request of the LFE that the Sponsor exercise such right of the

termination, the Sponsor shall do so forthwith and the Sponsor shall make immediate arrangements for the continuing management of the Development satisfactory to the LFE.

22. Hazard Insurance.

(a) The Sponsor shall keep the Property and all improvements thereon insured by carriers at all times satisfactory to the LFE against loss, by fire and such other hazards, casualties, liabilities and contingencies as the LFE shall require and in such amounts and for such periods as the LFE shall require. All insurance policies and renewals thereof shall be in a form acceptable and shall include a clause naming the LFE as a loss payee at least in regards to the value of the improvement assisted pursuant to this Agreement.

(b) The obligations of this paragraph may be met, with the approval of the LFE and the Department in the event that the LFE is the beneficiary of a deed of trust covering the Property and said deed of trust includes a clause requiring insurance which meets the requirements of this paragraph.

23. Documents in Alternative Languages. The Sponsor shall ensure that all documents or instruments, (including but not limited to: occupancy agreements, leases, notices, announcements, rules of occupancy, and grievance and appeal procedures) made available to or used by occupants, shall be available in the language or languages commonly spoken by residents of the area where the Development is located. The LFE may designate specific documents and languages which shall be made available as necessary and appropriate to meet the requirements of this paragraph.

24. Transfer of the Development. If the Sponsor intends to sell or convey the Development, express prior written approval of both the LFE and the Department is required and may be given provided that the following terms shall be incorporated:

(1) The successor in interest to the grantor agrees to assume the obligations of the grantor relating to the Program.

(2) The successor in interest is an eligible sponsor and demonstrates that it can successfully own and operate the Development.

25. Non-Discrimination and Equal Opportunity. Occupancy of the Development shall be open to all regardless of race, sex, marital status, color, religion, national origin or ancestry, and the Sponsor shall require that contractors and subcontractors engaged in the construction of the Development provide an equal opportunity for employment without discrimination as to race, marital status, sex, color, age, religion, handicap, national origin or ancestry and that such contractors and subcontractors submit to the LFE and receive approval of an affirmative action program prior to the commencement of construction of the Development. In addition, the Sponsor agrees to conduct its own affirmative action and affirmative marketing programs as provided herein. Additional responsibilities pertaining to civil rights and equal employment opportunity are provided in the Program and the rules and regulations of the Department.

26. Certain Acts Prohibited. The Sponsor shall not make any sale, encumbrance, assignment or conveyance, or transfer in any other form, of the

Development or any part thereof or of any of its interest therein other than in accordance with the terms of this Agreement and shall not, without the prior approval of the LFE:

- (a) Make any distribution not permitted by the terms of this Agreement;
- (b) Assign or transfer any right to manage the Development;
- (c) Remodel, remove, add to, reconstruct or demolish any part of the assisted units in the Development or impair any real, or personal property of the Development;
- (d) Require, as a condition of the occupancy or leasing of any dwelling unit in the Development, any consideration or deposit other than the prepayment of the first month's rent plus a security deposit in an amount not in excess of one (1) month's rent to guarantee the performance of the covenants of the lease. Any fund collected as security deposits shall be kept separate and apart from all other funds of the Development in a trust account with a depository insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, and shall be held and disbursed in accordance with California law. The balance of such account shall at all times equal or exceed the aggregate of all outstanding obligations under said account, plus accrued interest thereon. If interest is earned on such trust account, such interest shall become part of such security deposit;
- (e) Permit the use of the dwelling units in the Development for any purpose except that which was originally intended, or permit any commercial use of the Development greater than that originally approved by the LFE;
- (f) Incur any liability or obligation in connection with the Development, contingent or otherwise, other than for current Operating Cost and for the indebtedness evidenced by the Note, or incur any liability or obligation whatsoever that is secured in whole or in part by any interest in or lien or encumbrance on the Development;
- (g) Enter into any contract or contracts for supervisory or managerial services;
- (h) Invest any funds from the Development in any property, real, personal or mixed, except as authorized by this Agreement or by the LFE or deposit any such funds in a depository not authorized by this Agreement or approved by the LFE; or
- (i) Fail to maintain reserves established by the LFE.

27. Assignment of Rents for Security. As security for the performance of the Sponsor of all its obligations under this Agreement, the Sponsor hereby assigns and pledges to the LFE all of the Sponsor's right, title and interest in and to the rents, profits, income and charges of whatsoever kind or nature which it may receive or be entitled to receive from the operation of the Assisted Units in the Development provided, however, that unless and until a default under this Agreement is declared by the LFE, the Sponsor shall be permitted to collect and retain such rents, profits, income and charges, subject to the provisions of this Agreement.

28. Violation of Regulatory Agreement by Sponsor. In the event of the violation of any of the provisions of this Agreement by the Sponsor, the LFE may give written notice thereof to the Sponsor by certified mail addressed to the Sponsor at the address stated in this Agreement, or to such other

address as may have been designated by the Sponsor, and if such violation is not corrected to the satisfaction of the LFE within thirty (30) days after the date such notice is mailed (or within such further time as the LFE, in its sole discretion, may permit), the LFE may, without further prior notice, declare in writing a default under this Agreement effective on the date of such declaration of default, and upon any such declaration of default the LFE may:

(a) Collect all rents, profits, income and charges in connection with the operation of the Assisted Units in the Development and use the same or the proceeds thereof, in such order as the LFE may determine, toward satisfaction of the Sponsor's obligations under this Agreement and toward payment of the necessary expenses of preserving and operating the Development;

(b) Take possession of the Development; bring any action necessary to enforce any rights of the Sponsor growing out of the operation of the Development, and operate the Development in accordance with the terms of this Agreement until such time as the LFE, in its sole discretion, shall determine that the Sponsor is again in a position to operate the Development in accordance with the terms of this Agreement.

(c) Apply to any court, State or Federal, for specific performance of this Agreement; for an injunction against any violation by the Sponsor of this Agreement; for the appointment of a receiver to take over and operate the Development in accordance with the terms of this Agreement; or for such other relief as may be appropriate, it being agreed by the Sponsor that the injury to the LFE arising from a default under any of the terms of this Agreement would be irreparable and that it would be extremely difficult to ascertain the amount of compensation to the LFE which would afford adequate relief, in light of the purposes and policies of the Program.

(d) Request that the Department take such action as specified in subparagraph 28(a)(b) and (c).

29. Amendment. This Agreement shall not be altered or amended except by writing executed between the parties. No such amendment shall be effective without the prior approval of the Department and without meeting the requirements of Section 7852.

30. Partial Invalidity. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

31. Binding on Successors. This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in the office or interest, and assigns; provided, however, that the Sponsor may not assign this Agreement or any of its obligations hereunder, voluntarily or by operation of law, without the prior approval of the LFE and the Department.

32. Gender. The use of the plural in this Agreement shall include the singular and the singular shall include the plural; and the use on one gender shall be deemed to include all genders.

33. Recording Agreement. This Agreement shall, at the expense of the Development, be acknowledged by each of the parties and recorded or referenced in the official records of the County of El Dorado.

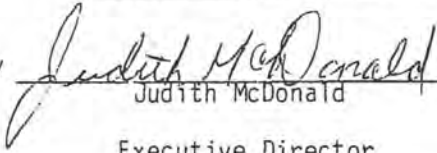
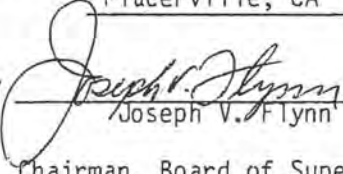
34. Election of Remedies; Events of Default. The remedies of the LFE hereunder or under any other instrument providing for or evidencing the financial assistance provided herein are cumulative, and the exercise of one or more of such remedies shall not be deemed an election of remedies and shall not preclude the exercise by the LFE of any one or more of its other remedies.

35. Waiver. No waiver by the LFE of any breach of or default under this Agreement shall be deemed to be a waiver of any other or subsequent breach there or default hereunder.


36. Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of the Agreement.

37. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

38. Notices. Written notices and other written communications by and between the parties hereto shall be addressed as follows unless and until a party hereto has, in writing, communicated a different address to the other party hereto.

SPONSOR	LOCAL FINANCE ENTITY
Name <u>Mother Lode Rehabilitation Enterprises, Inc.</u>	Name <u>County of El Dorado</u>
Address <u>2850 Cold Springs Road Placerville, CA 95667</u>	Address <u>330 Fair Lane Placerville, CA 95667</u>
By <u> Judith McDonald Executive Director (Title)</u>	By <u> Joseph V. Flynn Chairman, Board of Supervisors (Title)</u>
Date <u>November 25, 1981</u>	Date <u>November 25, 1981</u>

Department of Housing and Community Development
921 Tenth Street
Sacramento, CA 95814

By  John F. Atha
Program Manager
(Title)

Date November 25, 1981

HCF#86/1

ACKNOWLEDGEMENT

STATE OF CALIFORNIA, COUNTY OF EL DORADO

On this 25th day of November in the year 1981 before me, Joseph V. Flynn personally appeared, known to me to be the Chairman, El Dorado Board of Supervisors for the County of El Dorado and known to me to be the person who executed the within instrument on behalf of said public agency and acknowledged to me that such County of El Dorado executed the same.

SEAL



Winifred M. Vaught

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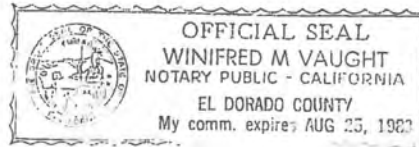
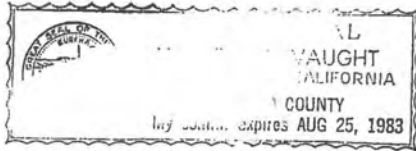
CORPORATE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF EL DORADO)

On November 25, 1981, before me, Winifred M. Vaught, a Notary Public for the State of California, personally appeared Judith McDonald, known to me to be the Executive Director of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

SEAL

Winifred M. Vaught



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EL DORADO COUNTY

ACKNOWLEDGEMENT

STATE OF CALIFORNIA,

COUNTY ss: EL DORADO

On this 25th day of November, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared John F. Atha, known to me to be the authorized designee of the Director of the Department of Housing and Community Development, an agency of the State of California, who executed the within instrument on behalf of the Department therein named and acknowledged to me that the Department executed the same.

SEAL
Witness my hand and official.

Signature: Winifred M. Vaught



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Exhibit A

All that portion of that certain 105.002 acre tract of land shown on that certain Record of Survey entitled "BEING A PORTION OF TRACT 5, RS 6-18, A PORTION OF SECTION 11, T. 10 N.-R. 11 E.- M.D.M.", filed April 25, 1978 in the office of the County Recorder of said County, in Book 6 of Record of Surveys, at Page 34, more particularly described as follows:

BEGINNING at the Northwest corner of the parcel herein described, a 1-1/2 inch capped iron pipe stamped "LS 4434-1978" from which the center of said Section 11, a 1-1/2 inch capped iron pipe stamped "C-SECL1-CHW-1927" bears South 31° 19' 42" East 440.41 feet; thence from point of beginning North 61° 29' 11" East 570.35 feet, a 1-1/2 inch capped iron pipe stamped "LS 4434-1978"; thence South 05° 24' 59" West 678.57 feet; thence South 80° 57' 03" West 592.11 feet; thence North 16° 33' 42" East 517.89 feet to the point of beginning.

TOGETHER WITH, as an appurtenance to the realty hereinabove described, a non-exclusive easement for road and utilities, 60 feet in width, the centerline of which is delineated on said Record of Survey from that certain County Road commonly known as Green Road; thence from the Westerly terminus of said easement centerline North 30.00 feet to the Northerly boundary of said easement 60 feet in width; thence continuing along said Northerly boundary South 80° 57' 03" West 1028.48 feet to the Westerly terminus, with the Southerly boundary of said easement extending to the boundary with remaining lands.

EXHIBIT B

Unit Description (Bedrooms/Bath)	ASSISTED UNITS				NON-ASSISTED UNITS	
	Very Low Income		Other Lower Income		Number of Units	Occupancy ^{1/}
	Number of Units	Occupancy ^{1/}	Number of Units	Occupancy ^{1/}		
12 7	12	Mentally and Devel- opmentally Handicapped	None		None	

^{1/}Occupancy is restricted to the designated group.

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END OF DOCUMENT

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