



# REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993

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[www.RegionalHA.org](http://www.RegionalHA.org)

April 9, 2025

TO: Chairperson Bob Woten  
Vice-Chairperson Denise Conrado  
Commissioner Michael McFarlane  
Commissioner Robb Tucker  
Commissioner Sue Hoek  
Commissioner Manny Cardoza  
Commissioner Jeramy Chapdelaine  
Commissioner Marc Boomgaarden  
Commissioner Suzanne Gallaty  
Commissioner Kent Boes  
Commissioner Karm Bains  
Commissioner Andy Vasquez  
Commissioner John Loudon  
Commissioner Don Blaser  
Legal Counsel Brant Bordsen

Sutter County Board of Supervisors  
Nevada County Board of Supervisors  
Yuba County Board of Supervisors  
Colusa County Board of Supervisors  
City Council, Live Oak  
City Council, Yuba City  
City Council, Colusa  
Duane Oliveira, General Counsel Emeritus  
Appeal-Democrat  
PEU Local #1  
Toni Darwazeh, City of Yuba City  
The Union

## NOTICE OF REGULAR MEETING

April 16, 2025

You are hereby notified that the Commissioners of the Regional Housing Authority are called to meet in Regular Session at **12:15 PM on Wednesday, April 16, 2025, at Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991.**

  
\_\_\_\_\_  
Gustavo Becerra  
Executive Director

AGENDA  
REGULAR MEETING  
OF THE BOARD OF COMMISSIONERS OF  
REGIONAL HOUSING AUTHORITY

**Richland Neighborhood Center,  
420 Miles Avenue, Yuba City, CA 95991  
April 16, 2025, 12:15 PM**

- A. CALL TO ORDER: ROLL CALL
- B. PLEDGE OF ALLEGIANCE
- C. PUBLIC PARTICIPATION: Members of the public shall be provided with an opportunity to address the Board on items of interest that are within the subject matter jurisdiction of the Board. Any member of the audience who may wish to bring something before the Board that is not on the agenda may do so at this time; however, State law provides that no action may be taken on any item not appearing on the posted Agenda. Persons who wish to address the Board during public comment or with respect to an item that is on the agenda will be limited to three (3) minutes.
- D. AWARDS AND PRESENTATIONS: NONE
- E. EXECUTIVE SESSION: NONE  
May be held under California Government Code regarding pending and/or anticipated litigation, property acquisition, and/or personnel issues.
- F. CONSENT CALENDAR: All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time that the Board votes on the motion unless members of the Board request specific items to be discussed or removed from the Consent Calendar for individual action.
  - 1. Recommend Approval of Minutes – March 5, 2025 pg. 1
  - 2. Resolution 25-1862 – Approval of Section 8 HCV Program Project Based Voucher Award to Richland Village Apartments Yuba City, CA pg. 5
  - 3. Recommend Approval of Sutter Community Affordable Housing Management Plan pg. 6
  - 4. Approval to Payout Forty (40) Hours of Administration Leave for the Operations Manager pg. 21
  - 5. Recommend Approval of the Heat Illness Prevention Plan for Indoor and Outdoor Places of Employment pg.23

G. OLD BUSINESS: Discussion/Possible Action: NONE

H. NEW BUSINESS: Discussion/Possible Action:

- |  |        |
|--|--------|
| 6. Resolution 25-1863 – Recognition and Appreciation for the Diligent Service of Lisa Swarthout<br>Bob Woten, Chairperson  | pg. 44 |
| 7. Resolution 25-1864 – Recognition and Appreciation for the Diligent Service of Doug Lofton<br>Bob Woten, Chairperson   | pg. 45 |
| 8. Resolution 25-1865 – Recognition and Appreciation for the Diligent Service of Nicholas Micheli<br>Bob Woten, Chairperson  | pg. 46 |
| 9. Resolution 25-1866 Authorization to Consolidate Lake County Housing Choice Voucher Program with Regional Housing Authority<br>Gustavo Becerra, Executive Director | pg. 47 |
| 10. Resolution 25-1867, Approval of OMS Contract 25-OMS-18602<br>Marco Cruz, Chief Financial Officer   | pg. 49 |
| 11. Election of Officers (Chairperson and Vice-Chairperson)<br>Bob Woten, Chairperson  |        |

I. ADMINISTRATIVE REPORT:

12. Administrative Update  
Gustavo Becerra, Executive Director

J. HOUSING COMMISSIONERS' COMMENTS:

K. NEXT MEETING: May 7, 2025

L. ADJOURNMENT:

REGIONAL HOUSING AUTHORITY  
Minutes  
Regular Board Meeting  
March 5, 2025

ITEM NO. A - CALL TO ORDER:

Chairperson Bob Woten called the meeting to order.

ITEM NO. A - ROLL CALL:

Chairperson Bob Woten, Commissioners Michael McFarlane, Don Blaser, Manny Cardoza, Marc Boomgaarden, Suzanne Gallaty, Sue Hoek, Robb Tucker, Andy Vasquez and John Loudon were present. Commissioner Karm Bains arrived later in the meeting. Vice-Chairperson Denise Conrado, Commissioners Jeramy Chapdelaine and Kent Boes were absent. Legal Counsel Brant Bordsen was also present.

ITEM NO. B. – PLEDGE OF ALLEGIANCE:

Commissioner Blaser led the pledge of allegiance.

ITEM NO. C. – PUBLIC PARTICIPATION: NONE

ITEM NO. D.1.- FAMILY SELF-SUFFICIENCY GRADUATE SYLVIA YBARRA:

Family Self-Sufficiency Coordinator Sofia Mireles explained that Sylvia Ybarra enrolled in the program in October 2019. She set a goal to establish her credit and gain full-time employment. Ms. Ybarra has met those goals and graduated from the program in March 2025 and will be receiving an escrow check in the amount of \$29,357.80 in which she will be using to help purchase a home.

Executive Director Gustavo Becerra explained the program for the new Commissioners.

ITEM NO. E. – EXECUTIVE SESSION: NONE

ITEM NO. F.2.-8. - CONSENT CALENDAR:

Commissioner Cardoza made a motion to approve the Consent Calendar as submitted. Commissioner Loudon made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Bob Woten, Commissioners Manny Cardoza, Don Blaser,  
Marc Boomgaarden, John Loudon, Sue Hoek, Andy Vasquez, Karm Bains,  
Suzanne Gallaty, Robb Tucker and Michael McFarlane  
Nays: None  
Abstain: None  
Absent: Vice-Chairperson Denise Conrado, Commissioners Jeramy  
Chapdelaine and Kent Boes

ITEM NO. G. – OLD BUSINESS: NONE



ITEM NO. H.9. – APPOINTMENT OF COMMISSIONER TO BUILDING BETTER PARTNERSHIPS, INC (BBP)

BOARD:

Mr. Becerra explained the Housing Authority has two non-profit affiliates that were created for development. The Sutter Community Affordable Housing non-profit is for development strictly in Sutter County and Building Better Partnerships, Inc. (BBP) is for development outside of Sutter County. Mr. Becerra said there is one seat on the BBP board from the Board of Commissioners.

Commissioner Cardoza volunteered to be on the BBP board.

Commissioner Cardoza made a motion to himself to the Building Better Partnerships, Inc. Board of Directors. Commissioner Hoek made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Bob Woten, Commissioners Manny Cardoza, Don Blaser,  
Marc Boomgaarden, John Loudon, Sue Hoek, Andy Vaquez, Karm Bains,  
Suzanne Gallaty, Robb Tucker and Michael McFarlane  
Nays: None  
Abstain: None  
Absent: Vice-Chairperson Denise Conrado, Commissioners Jeremy  
Chapdelaine and Kent Boes

ITEM NO. H.10. – APPROVAL OF FYE 2026 OPERATING BUDGET:

Chief Financial Officer Marco Cruz explained the budget year runs from April 1 through March 31. He stated there is a broad portfolio of programs and sources of funds. Mr. Cruz went over the revenue sources and budget highlights for the next fiscal year. He stated that he expects an increase in the net income and annual cash for most, if not all programs.

Commissioner Cardoza made a motion to approve the fiscal year ending 2026 operating budgets. Commissioner Gallaty made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Bob Woten, Commissioners Manny Cardoza, Don Blaser,  
Marc Boomgaarden, John Loudon, Sue Hoek, Andy Vaquez, Karm Bains,  
Suzanne Gallaty, Robb Tucker and Michael McFarlane  
Nays: None  
Abstain: None  
Absent: Vice-Chairperson Denise Conrado, Commissioners Jeremy  
Chapdelaine and Kent Boes

ITEM NO. I. 11. – RHA OWNED/MANAGED PROPERTIES OCCUPANCY/ELIGIBILITY UPDATE:

Occupancy Manager Pattra Runge stated her department does mainly property management. She mentioned there usually is not much movement during this reported quarter, but many families were given a voucher and moved to another unit along with many deaths at some of the senior complexes. Ms. Runge said once a notice to vacate is received, staff begin working on qualifying the next family on the list for a quick turnaround.

Commissioner Bains asked what the rental amounts are for the units. Ms. Runge and Mr. Becerra explained

the rents vary depending on the tenant's income, approximately 30 percent of their income.

ITEM NO. I. 12. - HOUSING CHOICE VOUCHER ELIGIBILITY/OCCUPANCY UPDATE:

Occupancy Manager Alisha Parker shared she is the Occupancy Manager for the Housing Choice Voucher (Section 8) program. She stated the Section 8 program is where a family chooses a unit, and the Housing Authority assists with the rent according to their income. Ms. Parker explained the various programs included in the Section 8 program. She said there are many waiting lists currently open.

ITEM NO. I. 13. - MAINTENANCE UPDATE:

Operations Manager Tom Goodwin stated the reported quarter is typically a slower time for the maintenance department.

Assistant Operations Manager Tony Langlois went over some of the highlights for the last quarter including conducting maintenance on the heating and air conditioning units at several of the properties.

ITEM NO. I. 14. - FINANCE UPDATE:

Mr. Cruz explained the milestones set by staff for the pension and OPEB liabilities have almost been met. He shared the net income for the business activities is more than budgeted mainly due to receiving unbudgeted development fees from Cashin's Field. Mr. Cruz went over the numbers for the other programs ran by the Housing Authority.

ITEM NO. I. 6. - ADMINISTRATIVE UPDATE:

Mr. Becerra welcomed the new board members. He said the preventative programs the maintenance department has put in place have saved money and are working. Mr. Becerra shared when Kingwood Commons was purchased it was in the hole by \$3 million and as of January 1, 2025, it is no longer in the hole.

Mr. Becerra mentioned Lake County approached staff and inquired about our agency taking over their small voucher program. He shared that HUD is pushing for Regional Housing Authority to take over. Mr. Becerra said staff will continue to have conversations with them and bring back any recommendations to the board for their approval.

Mr. Becerra gave an update on the various development projects. He stated he is not sure how changes in the administration will affect our agency.

Chairperson Woten said he wanted to relay on behalf of himself and the other Commissioners, they appreciate Mr. Becerra and the rest of the staff because the reports presented today are very positive and reflect the due diligence.

ITEM NO. J - HOUSING COMMISSIONERS' COMMENTS:

Commissioner Vasquez said this is an example of a good, positive run organization and thanked staff for a job well done.

Commissioner Tucker said he is happy to be here and to keep up the good work.

Commissioner McFarlane stated it is refreshing to see something going in the right direction.

Commissioner Hoek stated this is a great organization and the staff does an amazing job. She is very appreciative.

Commissioner Bains said he is happy to be here and looks forward to working with everyone.

Commissioner Boomgaarden explained it is great to see the projects come out of the ground, and we put roofs over people's heads.

Commissioner Cardoza thanked the board for appointing him to the BBP board and thanked the Sutter County Board of Supervisors for reappointing him to this board. He shared the annual Yuba, Sutter, Colusa United Way Resource Fair will be held the second Saturday of April at the Sam Brannon Park in Yuba City.

Commissioner Blaser said downtown Marysville will be seeing some movement soon including adding apartments on top of businesses.

Chairperson Woten thanked the Commissioners for being here today and the time they are investing into the board.

ITEM NO. K – NEXT MEETING: February 5, 2025

ITEM NO. L - ADJOURNMENT: The meeting was adjourned at 1:41 PM.



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## RESOLUTION 25-1862

### **A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY APPROVING SECTION 8 HCV PROGRAM PROJECT-BASED VOUCHER AWARD TO RICHLAND VILLAGE APARTMENTS IN YUBA CITY, CA**

**WHEREAS**, the Regional Housing Authority (RHA) administers under Annual Contributions Contract (ACC), the United States Department of Housing and Urban Development (HUD) Section 8 Housing Choice Voucher (HCV) program; and

**WHEREAS**, in accordance with 24 CFR Part 983 Project Based Voucher (PBV) Regulations, Notice FR – 5976 – N – 03, PIH Notices 2013-11 and 2017-21, a PHA can use up to thirty percent of its authorized voucher units to project-base units in a specific project, amounting to a total possible 547 PBV's; and

**WHEREAS**, the RHA, by means of Requests for Proposals for project-basing of vouchers, has an outstanding commitment to project base twenty (20) vouchers; and

**WHEREAS**, on November 4, 2020, RHA issued a Request for Proposals for project basing of vouchers in a new development in the County of Sutter, and City of Yuba City, and

**WHEREAS**, competitive proposals have been received from housing developers, reviewed for threshold compliance, and ranked based on scoring and the best interest of RHA and its Section 8 HCV program in creating housing opportunity through leverage of Section 8 HCV PBV activity;

**NOW THEREFORE BE IT RESOLVED** by the Board of Commissioners of the Regional Housing Authority to award the project-based voucher commitment to the new construction project known as the Richland Village Apartments in Yuba City, CA, in support of the development of the proposed project, conditioned upon the realization of the development proposed.

This Resolution was approved at the Regular Meeting of the Board of Commissioners on April 16, 2025, by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

ATTEST: \_\_\_\_\_

Bob Woten, Chairperson

(SEAL)



**REGIONAL HOUSING AUTHORITY  
STAFF REPORT**

**Date:** April 16, 2025  
**To:** Board of Commissioners  
**From:** Marco Cruz, Chief Financial Officer

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**SUBJECT:** Management plan for Sutter Community Affordable Housing, Inc.'s Yolo-Heiken and Town Center Senior Manor properties, revised.

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**Background:**

On November 6, 2024, the Regional Housing Authority (RHA) Board of Commissioners approved a management plan between RHA and Sutter Community Affordable Housing, Inc. (SCAH). In the agreement, it was incorrectly stated that RHA owned the land that the Yolo-Heiken project resided on. The management plan has been updated to reflect the corrections. The fee schedule on Exhibit A was also updated to reflect the new fiscal year.

**Recommendation:**

Staff recommends the Board of Commissioners approve the revised Management Plan between Regional Housing Authority and Sutter Community Affordable Housing, Inc. for the Town Center Senior Manor and Yolo-Heiken properties.

Prepared by:

Submitted by:

  
\_\_\_\_\_  
Marco Cruz  
Chief Financial Officer

  
\_\_\_\_\_  
Gustavo Becerra  
Executive Director

## LEASE AND AGREEMENT TO MANAGE PROGRAM

This Agreement ("Agreement") is made effective \_\_\_\_\_, 2024 by and between Sutter County Affordable Housing (hereinafter "Owner") and Regional Housing Authority (hereinafter "Manager") for the lease of real property and management services regarding the programs described below.

### RECITALS

- A. Manager owns a parcel of real property, namely, Town Center Senior Manor, with a common address of 506 Plumas Street, Yuba City, California (the "Land").
- B. Owner owns the buildings and improvements of the Town Center Senior Manor. Owner also owns the land, buildings, and improvements of Yolo-Heiken with common addresses of 553 Heiken Street, Yuba City, California 95991, 556 Yolo Street, Yuba City, California 95991 and 554 Yolo Street, Yuba City, California 95991 (the "Properties").
- C. Collectively, the Properties and improvements located thereon have been managed by Manager to provide residential housing for senior citizens.
- D. The management of the Town Center Senior Manor with improvements has been undertaken by Manager pursuant to the Yuba City Redevelopment Agency regulatory agreement as recorded as Instrument No. 1996-17854 of Official Records.
- E. This Agreement shall be in effect for three (3) years from the date of acceptance by both parties.

As provided herein, Owner desires to rent from Manager the Land parcels and Manager agrees to manage the residential units on these parcels pursuant to the terms, conditions and covenants set forth below.

IN WITNESS WHEREOF the parties agree as follows:

#### Section 1 Incorporation of Recitals

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this agreement.

#### Section 2 Rental of the Land Parcel

Commencing on the effective date of this Agreement and on the first of each month thereafter Owner shall pay in advance on the first of each month the sum of \$300 as rental for such Land. On each April 1<sup>st</sup>, the rental amount shall increase by an amount of 3% over and above the amount of rent for the prior year.

#### Section 3

## Management of the Rental Units

Owner hereby hires Manager to manage the rental units at the improved Properties and Manager accept such appointment subject to the terms and conditions set forth in this Agreement. Manager agrees to manage in an efficient and satisfactory manner.

### Section 4 Term of Agreement

This Agreement shall be effective from the effective date set forth in the preamble above and continue until terminated as follows:

1. Either party may terminate this Agreement, without cause, upon not less than 60 days written notice to the other party.
2. In the event that either party materially defaults in the performance or observance of any term, condition or covenant contained in this Agreement, and that such default shall continue for a period of 10 days after written notice from the non-defaulting party specifying the default and requesting that the same be remedied, the non-defaulting party may declare by written notice the termination of this Agreement. Notwithstanding the foregoing, if a non-monetary default cannot be remedied within the ten-day period, the defaulting party shall, in good faith, have commenced to remedy the default within that ten-day period, shall subsequently prosecute to completion with diligence and continuity the remedying of the default, and shall remedy the default within a reasonable time.
3. In the event of fraud, willful misconduct, gross negligence or bad faith on the part of either of the Principal Parties, then the other Principal Party may immediately terminate this Agreement.
4. In the event that a petition in bankruptcy is filed by or against either of the parties hereto, or either of the parties seeks relief under any of the chapters of the Federal Bankruptcy Act, or in the event that either of the parties makes an assignment for the benefit of creditors (whether by common law assignment or pursuant to specific provisions of State or Federal law), then the other party may terminate this Agreement.
5. Upon any termination of this Agreement, Manager shall forthwith surrender and deliver to Owner any space in the Development occupied by Manager. Manager shall also surrender, deliver, and account for in writing to Owner, all money due Owner then in the General Operating Account, the Security Deposit Account, (as such terms are defined herein), and any and all money received by Manager from the Development after termination. Manager shall also deliver to Owner such contracts, documents, papers, and records pertaining to the Development or to this Agreement as may be reasonably requested, and furnish all such information and take all such action as shall be reasonably necessary in order to effectuate an orderly and systematic transition of Manager's duties and activities under this Agreement to a new manager. Manager shall transfer any Unlawful Detainer actions in progress to the new manager. Manager shall retain for 3 years copies of all records and other pertinent documents (as required by Business and



Professions Code Section 10148). Manager shall provide Owner, each lender or an assignee of such lender, as applicable, with a final accounting of all records relating to this Agreement no later than thirty (30) days after termination. Owner is required to have all accounts verified for their accuracy by a certified public accountant after receipt of the records. Manager agrees to cooperate with the Owner to satisfy this requirement.

## Section 5 Manager's Compensation

Manager shall be compensated for services under this Agreement as shown on Exhibit A attached hereto and incorporated herein by reference.

## Section 6 Manager's Duties

The Owner operates the residential properties comprising the Properties parcels and improvements thereon. The Manager shall render services hereunder in accordance with the following:

1. Employees. Manager shall hire personnel and supervise, oversee and discharge the same. An employee must reside at one of the Properties. It is agreed that Manager is not an employee of Owner, but is engaged as an independent contractor in the business of managing properties. All employment agreements with employees at the Properties are solely Manager's concern and Manager shall have no authority to hire employees or establish an agency relationship on behalf of Owner. Manager agrees to comply with all applicable laws and regulations concerning workers compensation, social security, unemployment insurance, hours of labor, wages, working conditions and like subjects affecting employees.
2. Eligible Tenants. The management shall rent to tenants in accordance with any regulatory agreements applicable to the respective properties and in keeping with the management plan.
3. Other Obligations Concerning the Properties. Manager shall comply with the requirements of any other term or condition concerning the Properties including loan documents, regulatory agreements, development agreements and all other documents, whether or not recorded against the Properties in connection with the management, operation and maintenance of such Properties and shall comply with all insurance requirements regarding the Properties.
4. Collection of Rents and Other Receipts. Manager shall collect when due all rents and other amounts receivable in connection with the management and operation of the Properties. Subject to the rights of mortgagees under any assignment of rents, such receipts shall be deposited in the general Operating Account or the Security Deposit Account, as applicable, in the name of Owner with Manager as signatory.
5. Establishment and Maintenance of Accounts. Management shall create and oversee three accounts, an Operating account, a Reserve account and a Security deposit account. The operating accounts shall receive all revenue and pay for operating expenses. The reserve account shall be deposited into an interest-bearing insured account. The security deposit account shall operate in compliance with California law to include without limitation

California Civil Code Section 1950.5 and California Assembly Bill 12 adopted during the 2023-2024 regular session of the California legislature.

6. Disbursements. Manager shall disburse funds to pay normal operating costs which shall include employee salaries and benefits, manager's fee (as specified herein), loan servicing payments, insurance, operation costs, emergency expenses, applicable regulatory agreement disbursements, audit expenses and costs and fees associated with actions to terminate tenancies. Manager shall not pay unbudgeted operating expenses exceeding \$25,000 per fiscal year without the written approval of the Owner.

Manager shall establish a reserve account for emergency expenses. Funds may not be spent from this account except subject to an approved annual budget and only when general operating account funds are insufficient.

7. Insurance. Manager shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Manager, Manager's agents, representatives, employees, or subcontractors.

This Agreement identifies the minimum insurance levels with which Manager shall comply; however, the minimum insurance levels shall not relieve Manager of any other performance responsibilities under this Agreement (including the indemnity requirements) and Manager may carry, at Manager's own expense, any additional insurance Manager deems necessary or prudent.

- 7.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

*Minimum Limits of Insurance* - Manager shall maintain limits no less than the following:

7.1.2 General Liability: (including operations, products and completed operations): \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

7.1.3 Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

7.1.4 Workers' Compensation: As required by the State of California.

7.1.5 Directors and Officers Liability: \$1,000,000 per incident or claim

7.1.6 Deductibles and Self-Insured Retentions: Any deductibles or self-insured Retentions must be declared to and approved by the Owner. At the option of the Owner,

either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employee and volunteers; or Manager shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claim administrations and defense expenses.

## 7.2 Other Insurance Provisions.

7.2.1 The Owner, Owner's officers, officials, employees and volunteers are to be covered as insured with respect to liability arising out of automobiles owned, leased, or hired or borrowed by or on behalf of Manager; and with respect to liability arising out of work or operations furnished in connection with the Amendment. General liability coverage can be provided in the form of an endorsement to Manager's insurance or as a separate owner's policy.

7.2.2 For any claims related to this Agreement, Manager's insurance coverage shall be primary insurance as respects the Owner, Owner's officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Owner, Owner's officers, officials, employees, or volunteers shall be excess of Manager's insurance and shall not contribute with it.

7.2.3 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to Owner via certified mail with return receipt.

7.3 Waiver of Subrogation. Manager hereby agrees to waive subrogation which any insurer of Manager may acquire from Manager by virtue of the payment of any loss. Manager agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver or subrogation in favor of the Owner for all work performed by Manager, Manager's employees, agents and subcontractors.

7.4 Qualifications of Insurers. All insurance companies providing coverage to Manager shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M. Best's rating of not less than "A:VII".

7.5 Verification of Coverage. Manager shall furnish Owner with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by Owner or on other than Owner's forms, provided those endorsements or policies conform to the requirements. Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

7.6 Contractors. Manager shall require and verify that any of its contractors maintain insurance meeting all the requirements sated herein.

8. Indemnification. To the fullest extent allowed by law, Manager specifically agrees to

indemnify, defend, and hold harmless the Owner, its officers, agents, volunteers and employees (hereinafter collectively the "Owner") from and against any and all actions, claims, demands, losses, expenses (including attorneys' fees and expert witness expenses), damages, and liabilities resulting from injury or death of a person or injury to property or any other claim, arising out of or in any way connected with the performance of this Agreement, however caused regardless of any negligence of the Owner, whether active or passive, excepting only such claims as may be caused by the sole active negligence or willful misconduct of the Owner. The Manager shall pay all costs that may be incurred by the Owner in enforcing this indemnity, including reasonable attorneys' fees. Manager shall provide indemnity to the Owner pursuant to this paragraph in the event the Claimant and/or the Owner allege conduct on Manager's part which renders Manager fully or partially responsible for the alleged claim or otherwise obligated to provide a defense and/or indemnity to the Owner. Manager's obligations of defense and indemnity arise even if the claim is frivolous or lacking in merit. Manager shall defend and indemnify the Owner pursuant to this section unless and until it is finally established by a court of law that the Owner's sole active negligence or willful misconduct caused the alleged claim. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement. The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Manager or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts. The indemnity provisions of this section survive the termination and/or expiration of the Agreement.

Manager's duty to defend is separate and independent of its duty to indemnify. The duty to defend includes claims for which the Owner may be liable without fault or be strictly liable. The duty to defend applies regardless of whether the issues of negligence, strict liability, fault, default or other obligation on the part of the Owner has been determined. The duty to defend applies immediately regardless of whether the Owner has paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims. Notwithstanding the foregoing, the Owner on behalf of itself reserves the right to assume the defense of any action, arbitration or proceeding against which Manager may have an obligation to defend pursuant to this Agreement including the right to appoint counsel of its choice, without affecting Manager's obligation to indemnify for the cost of such defense.

Manager shall be liable to the Owner for any loss of or damage to Authority property arising from or in connection with Manager's performance hereunder. Authority may deduct any costs and expenses incurred pursuant to the above from payments due or which may become due to the Manager.

9. Records and Reports. Manager shall establish and maintain a comprehensive system of records, books of account and other documentation to document Manager's compliance with the terms and conditions of this Agreement. All records, books, accounts and other documentation shall be the property of the Owner and shall be available for inspection at any time upon Owner's request.

10. Annual Budget. Manager shall prepare and submit to the Owner on or before March 1st of each year during the term of this Agreement, budget estimates for the next fiscal year. A fiscal year shall run from April 1<sup>st</sup> through March 31<sup>st</sup> of the following year. Manager shall perform its duties as provided in this Agreement and operate within the annual budget approved by Owner. Notwithstanding any other provision of this Agreement, Manager, during any fiscal year, may only approve expenditures exceeding \$25,000 per fiscal year budget with the written approval of the Owner.

The Manager shall have no right to contract or otherwise deal with related parties for services or goods except if (i) compensation paid or promised for the goods and services is reasonable (i.e., at fair market value), is paid only for goods and services actually furnished to the Properties, (ii) the goods or services to be furnished are reasonable for and necessary to the management of the Properties, (iii) the fees, terms and conditions of the transactions are at least as favorable to the Properties as would be obtainable in an arm's-length transaction, and (iv) any necessary consent from the Owner is obtained.

11. Reports.

- A. In addition to reports required elsewhere in this Agreement, upon request, Manager shall send or cause to be sent to Owner for review operating statements in a form approved by the Owner, an income and expense statement, a balance sheet (or, in the alternative if a balance sheet is not typically prepared by Manager for its projects, the balance in the various Owner bank and reserved accounts), a rent roll, and not later than 180 days after the close of each fiscal year, an audited annual financial report of the Owner containing a balance sheet as of the end of the taxable year prepared in accordance with generally accepted accounting principles. At the same time that the report to the Owner is provide, Manager shall also send or cause to be sent to Owner for review and subsequent submission to Owner, an audited income and expense statement for the developments for the taxable year, and the outstanding balances in the General Operating Account, the Reserve Account, and the Security Deposit Account.
- B. Manager shall provide Owner, during budget submission, a report of any material physical defects in the Development, including a description of any major repair or maintenance work undertaken in the previous fiscal year or needed in the current fiscal year. Such statement shall describe what steps the Manager has taken in order to maintain the Development in a safe and sanitary condition in accordance with applicable housing and building codes.
- C. Manager shall provide Owner, within ten days after requested by Owner with:
1. A certification regarding the occupancy of the Development indicating:
    - (i) the income of each current resident as of the date of the last income certification;



- (ii) the current rent charged each resident;
    - (iii) the amount of utilities and whether utilities are included in rent.
  - 2. A statement regarding general management performance, including tenant relations and other relevant information.
  - 3. A summary of the information received from the annual recertification of tenants' incomes.
  - 4. Evidence of a currently paid hazard insurance policy, in compliance with all loan documents and the ground lease and in an amount equal to the replacement cost of the structure.
  - 5. Evidence of a currently paid liability insurance policy with Owner as insured, and naming lenders, as required, as additional insureds with coverage in an amount not less than \$1,000,000 per occurrence or such greater amount as may be required by Owner or lenders.
  - 6. Other information reasonably required by Owner.
12. Maintenance and Repair. Subject to any limitations on expenditures imposed by this Agreement, Manager shall cause the Properties to be maintained and repaired in a condition at all time in compliance with all documents, including the Regulatory Agreements, and otherwise acceptable to Owner and Lender, including but not limited to cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repairs as may be necessary. To properly maintain the Properties the following actions shall be taken:
- A. A maintenance schedule shall be developed by Manager subject to approval by the Owner, upon request.
  - B. Manager may contract with qualified independent contractors for the maintenance and repair of mechanical/electrical systems, etc., and other extraordinary repairs beyond the capability of regular maintenance employees.
  - C. Manager shall systematically and promptly receive and investigate all request for maintenance or repair from residents and subject to limits imposed by this Agreement, shall take action thereon as may be justified, and keep records of the same. Emergency requests shall be received and services provided in 24 hours or such lesser time as is necessary under the circumstances. Manager shall inform tenants of procedures to obtain maintenance services if an emergency occurs after normal office hours. Manager shall maintain records of all service requests and maintenance repairs provided, copies of which shall be made available for inspection by Owner.

- D. Subject to the Annual Budget and other provisions of this Agreement, Manager shall purchase all materials, equipment, tools, appliances, supplies, and services necessary to ensure proper maintenance and repair.
  - E. Owner shall furnish Manager with a complete set of plans and specifications accurately reflecting the Properties as built and copies of all guarantees and warranties pertinent to construction, fixtures, and equipment. With the aid of this information and inspection by competent personnel, Manager shall familiarize itself with the charger, location, construction, layout plan, and operation of the Properties and especially of the electrical, heating, plumbing, air conditioning and ventilating systems, the elevators, and all other mechanical equipment and systems.
13. Resident Selection. Manager shall accept applications for tenancy on a form of tenant application. Manager shall review all applications for eligibility and submit all qualified applications for approval at initial rent-up and whenever filling a vacancy or whenever a tenant wishes to add another person to his/her Lease Agreement. Manager and Owner agree to cooperate in the implementation of the resident selection and affirmative marketing provision of the management plan. In carrying out these provisions, Manager shall:
- A. Lease units in compliance with the unit mix including provision for any special needs such as elderly or adapted units, as prescribed by the Regulatory Agreements.
  - B. Assure that occupancy shall be open to all, regardless of race, color, ancestry, religion, national origin, sex, marital status, handicap, or other arbitrary factors.
  - C. Assure that all advertising, including brochures and media advertising, shall include a reference to "Equal Housing Opportunity."
  - D. Where a significant number of persons in the community have limited fluency in the English language, provide publications, information brochures, and leases in the native language of such persons.
  - E. Notify applicants of their eligibility status, and advise rejected or ineligible applicants of the right to appeal by providing them with a copy of the applicable regulatory maintenance agreement that is part of the Management Plan.
  - F. Assure that resident selection is carried out without favoritism or partiality.
  - G. Give each resident selected for a HOME controlled unit, at the time of acceptance, a written copy of the approved HOME Grievance and Appeal Procedure.
  - H. Have each resident execute the Lease Agreement.



14. Rent Increases. Rents shall be increased at the request of Owner and shall not be increased without the prior approval of owner. Rent increases shall be based on applicable regulatory agreements.
15. Utilities and Services. Manager shall make arrangements and shall pay sewer and water charges servicing the Properties. Manager has the authority to execute such contracts on behalf of Owner as may be necessary to secure such services, subject to the limitations of the annual budget in this Agreement.
16. Enforcement of Lease Agreements. Manager will endeavor to secure full compliance by each resident with the terms of the Lease Agreement. Voluntary compliance will be emphasized. Manager may lawfully terminate any tenancy when, in Manager's judgment, sufficient cause (including, but not limited to, nonpayment of rent) for such termination occurs under the terms of the tenant's lease Agreement, provided such termination would not be a violation of the terms of the Regulatory Agreements or any loan document and is in compliance with the procedures prescribed in the Regulatory Agreements including the Grievance and Appeal procedure. For this purpose, Manager is authorized to consult with legal counsel, selected by manager in consultation with Owner, to bring actions for eviction and execute notices to vacate and judicial pleadings incident to such actions, provided, however, the Manager will keep Owner informed of all situations which might lead to eviction and will take all possible steps to resolve problems without resorting to eviction. Manager will follow such instructions as Owner may prescribe for the conduct of any such action. Attorney's fees and other necessary costs incurred in connection with such actions will be paid from the General Operating Account as Property expenses.
17. Orientation/Training. Manager and appropriate personnel shall attend orientation or training sessions as may be required by Owner. Manager will conduct move-in orientations with residents regarding safety, disaster preparedness, and proper use of the units. All orientation and emergency information will be provided in the primary language of the tenant, if other than English.
18. Resident Grievance and Appeal Procedure. Manager will process grievances filed by residents in compliance with procedures set forth in the approved regulatory agreement.
19. Compliance with Government Orders. Manager shall take such actions as may be necessary to comply promptly with all loan documents, government orders or requirements affecting the Properties, whether imposed by federal, state, county or municipal authority, provided, however, the Manager shall take no such action as long as Owner is contesting, or has informed Manager of its intentions to contest within seventy-two (72) hours of the time of Owner's receipt of notice from Manager, of such order or requirements. Manager will be held harmless if Owner does not contest.
20. Nondiscrimination. In the performance of its obligations under this Agreement, Manager shall comply with the provisions of all federal, state or local laws prohibiting discrimination in housing on the basis of race, color, creed, ancestry, religion, national

origin, sex, marital status, sexual orientation, AIDS, ARC, or physical handicap, including Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and the regulations issued pursuant thereto (24 CFR Part I); Executive Order 11063 and the regulations issued pursuant thereto (25 CFR 570 and 601); Fair Housing Amendment Act of 1988 and the regulations issued pursuant thereto (24 CFR Part 14 et. al.) and Title VIII of the 1968 Civil Rights Act (Public Law 80-384).

21. Inspection of Units. Manager shall inspect all units at the Properties at least annually and shall invite Owner to join in the inspection. Residents shall receive advance notice as provided for by California law.
22. Fidelity Bond. Manager will furnish, as a Property expense, a fidelity bond in an amount at least equal to the gross potential income for two months and is to protect Owner and Manager against misappropriation of project funds by the employees of Manager. Manager will furnish a fidelity bond for its central office staff at Manager's expense.
23. Contracts with Third Parties. Manager shall not enter into any contract for products or services that is for longer than a period of one year without prior approval from Owner.
24. Bids, Discounts, Rebates, and Commissions. Manager shall obtain contracts, materials, supplies, and services on the most advantageous terms available to the Properties, and is required to solicit three (3) written bids for each major item or service required that exceeds \$10,000. Manager shall secure and credit to the General Operating Account all discount, rebates, or commissions obtainable with respect to purchases, service contracts and all other transactions on Owner's behalf.

## Section 7

### Miscellaneous Provisions.

- A. This Agreement is personal to Manager, and Manager shall have no right, power, or authority to assign all or any portion of this Agreement or any monies due or to become due hereunder, or to delegate any duties or obligations arising hereunder, either voluntarily or involuntarily or by operation of law, without the prior written consent of Owner. Notwithstanding any such assignment, however, Manager shall not be released from liability under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Owner and Manager and their respective legal representatives, successors, and assigns. Notwithstanding anything to the contrary contained in this Agreement, Manager shall be subject to the terms of the Regulatory Agreements. To the extent that this Agreement confers rights upon Lender, it is deemed to enforceable by Lender in the same manner and with the same effect as though Lender were a Principal Party to the Agreement, except that it shall not create liabilities upon Lender.
- B. At its own expense, Manager shall qualify to do business and obtain and maintain such licenses as may be required for the performance by Manager of its services under this Agreement.

- C. Unless otherwise specified in this Agreement, all approvals to be granted by Owner shall occur within 30 days of the submitted request.
- D. This Agreement constitutes the entire agreement between Owner and Manager with respect to the management and operations of the Properties and no change will be valid unless made by supplemental written agreement executed by the parties and approved by Lender.
- E. This Agreement may be signed by the parties hereto in counterparts with the same effect as if the signatories to each counterpart signed a single instrument. Each party hereto expressly represents and warrants that they have the authority to enter into this Agreement. All counterparts (when taken together) shall constitute and original of this Agreement. Manager acknowledges that certain contracts with affiliates may require the approval of Owner, and Manager shall not enter into any such contracts without determining whether any such approval is required (and obtained if required).
- F. Notices. Any notice that either party may or is required to give the other shall be in writing and shall be either personally delivered or sent by regular U.S. mail, certified return receipt requested with a copy also transmitted via email to the following address:

To Manager:                      Regional Housing Authority  
   1455 Butte House Road  
   Yuba City, CA 95993  
   Attention: Gus Becerra, Executive Director

With a Copy to:                Rich, Fuidge, Bordsen & Galyean, Inc.  
   Attention: Brant J. Bordsen  
   P.O. Box A  
   Marysville, CA 95901

To Owner:                        Sutter Community Affordable Housing  
   1455 Butte House Road  
   Yuba City, CA 95993

Either party may change the address for notice upon notification to the other party.

- G. Cancellation of Existing Agreement. There is a "Management Agreement" dated March 4, 1998 which initially listed parties as Rural California Housing Corporation and Consolidated Area Housing Authority of Sutter County. Upon effective date of this Agreement, the "Management Agreement" of March 4, 1998 is terminated and of no further force or effect. From and after the effective date of this Agreement there is no other contract agreement or understanding defining the relationship of the parties other than this Agreement.

H. Survival. This paragraph and the obligations set forth in paragraphs 2, 5, 7, and 8 survive this agreement's expiration, cancellation or termination.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

OWNER:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
MANAGER:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## Exhibit A

Upon April 1, 2025, Manager shall receive a monthly management fee of \$2,843.00 for the management of Town Center and \$410.00 for management of Yolo-Heiken to cover its overhead expenses, including but not limited to overhead, staff, salaries and benefits. The amount of this management fee will be updated and changed during the Owner's annual budget approval process.

In addition to the foregoing, Owner shall reimburse Manager for expenses to include administrative salaries/benefits, utilities, administrative mileage, landscaping and the cost of any other services supplied at the Properties.

In addition to the foregoing, Owner shall reimburse Manager for maintenance calls during normal business hours at a rate of \$65.00 per hour, rounded up to the nearest hour. After-hour emergency maintenance calls will be billed at the rate of 1 ½ the hourly rate stated above with the minimum charge of two hours. The amount of these reimbursements will be updated and adjusted during Owner's annual budget approval process.

The management fees shall be paid in advance on the first of each month. The reimbursements shall be paid within thirty days after Owner's receipt of an invoice from Manager for such reimbursable expenses.

## REGIONAL HOUSING AUTHORITY

### STAFF REPORT

**Date:** April 16, 2025

**To:** Board of Commissioners

**From:** Jennifer Ruiz, Executive Assistant/HR Coordinator

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**SUBJECT:** Payout of Administrative Leave for Operations Manager

**RECOMMENDATION:** Approval of cash payment of forty (40) hours of administrative leave

**FISCAL IMPACT:** \$1,962.84

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#### **Background**

The Board of Commissioners approved a Management Plan for confidential and at-will employees. Section XIII. Administrative Leave states "Exempt employees are not eligible for overtime nor for compensative time off (CTO). In lieu of such benefits, exempt employees shall be eligible for forty (40) hours of Administrative Leave per calendar year (taken between January 1 and December 31, remaining balance of hours may not be rolled over to the next calendar year). An exempt employee may request a cash payment of up to forty (40) hours of Administrative Leave per calendar year. The Board of Commissioners will review each request."

Operations Manager, Anthony Langlois, submitted a request for cash payment of forty (40) hours of administrative leave.

#### **Recommendation**

It is recommended that the Board of Commissioners of Regional Housing Authority approve the request from Anthony Langlois, Operations Manager, to pay out forty (40) hours of administrative leave.

Prepared/Submitted by:

  
\_\_\_\_\_  
Jennifer Ruiz  
Executive Assistant/HR Coordinator





# REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993

Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775

[www.RegionalHA.org](http://www.RegionalHA.org)

April 8, 2025

To: Human Resources Department

From: Anthony Langlois, Operations Manager

Re: Cash payment of 2025 Administrative Leave Balance

Mrs. Ruiz,

Per section X111. Administration Leave of the Regional Housing Authority (RHA) Management Plan, as approved by the Board of Commissioners, I request a cash payment of the current balance of (40) hours of administrative leave. Please process the request through the RHA Board of Commissioners as required.

Thank you,

Anthony Langlois

Operations Manager





# REGIONAL HOUSING AUTHORITY

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## REGIONAL HOUSING AUTHORITY

### Heat Illness Prevention Plan for Indoor and Outdoor Places of Employment

**April 2025**

## TABLE OF CONTENTS

Purpose .....	1
Responsibilities: .....	1
Affected Positions .....	2
Weather Forecast and Conditions Monitoring.....	2
Employee Acclimatization .....	3
Provisions for Water.....	4
Access to Cool-Down Areas for Indoor Places of Employment.....	5
Access to Shade for Outdoor Places of Employment .....	5
Procedures for Temperature Assessment for Indoor Places of Employment.....	7
Procedures for Monitoring the Weather for Outdoor Places of Employment.....	7
Procedures for Control Measures for Indoor Places of Employment .....	8
Heat Wave Procedures for Outdoor Places of Employment .....	9
High-Heat Procedures (95°F) for Outdoor Places of Employment.....	9
Emergency Response Procedures.....	10
Procedures for Handling a Sick Worker.....	11
Employee and Supervisor Training .....	11
Appendix A    Affected Job Classifications	
Appendix B    Heat Illness Employee Training Handout	
Appendix C    Types of Heat Illnesses	
Appendix D    Definitions	

## **Purpose**

This plan is in place to protect employees from heat hazards posed by working in indoor and outdoor environments as required by the heat illness prevention regulations (Title 8 CCR 3395 and 3396). This plan is in effect when the outdoor temperatures meet or exceed 80°F, or the indoor temperatures exceed 82°F.

The Regional Housing Authority (RHA) is committed to preventing heat-related illnesses that can occur to employees working outdoors or indoors by implementing the following key steps:

- Identifying outdoor and indoor work environments and conditions;
- Monitoring weather conditions;
- Monitoring employee acclimatization for working outdoors or indoors in heat;
- Providing clean drinking water;
- Providing adequate shade;
- Addressing high heat procedures;
- Handling an ill employee and initiating emergency procedures; and
- Providing supervisor and employee training.

## **Responsibilities:**

### **Plan Administrator**

The Executive Director or his/her designee has the authority and responsibility for implementing and maintaining the Heat Illness Prevention Plan. The duties include, but are not limited to:

- Establishing and updating the plan as needed; and
- Ensuring department heads/supervisors have the training and resources to implement the plan.

This plan is maintained at our worksite at 1455 Butte House Road, Yuba City, CA 95993. It is available to workers and their representatives upon request.

### **Managers/Supervisors**

Managers/supervisors will have the authority and responsibility for implementing the provisions of this plan at the affected worksites. The duties include, but are not limited to:

- Implementing the plan;
- Notifying the Executive Director or his/her designee when job duties or assignments change;
- Following all safety policies and procedures as outlined in the plan;
- Attending required training; and
- Training affected employees.

### **Employees**

Employee responsibilities include, but are not limited to:

- Following all safety policies and procedures as outlined in the plan; and

- Attending required training.

## **Affected Positions**

See Appendix A for a list of positions that have been identified as working outdoor, indoor, or both environments that could potentially expose employees to illnesses associated with high heat.

## **Weather Forecast and Conditions Monitoring**

When environmental risk factors create the possibility for heat illness, the manager/supervisor will monitor the two-week forecast for the work area. Managers/supervisors will review the forecasted temperature and humidity for the worksite and compare it against the National Weather Service Heat Index to evaluate the risk level for heat illness. It is important to keep in mind the temperature at which these warnings occur must be lowered as much as 15 degrees if the workers under consideration are in direct sunlight.

Weather information will be obtained by either accessing the National Weather Service at [www.weather.gov](http://www.weather.gov), utilizing the weather application on a smartphone, monitoring local media outlets, or utilizing weather application software ([OSHA/NIOSH Heat Index](#)). Work schedules will be planned in advance based upon the forecast. Modifications to the work schedules may be made accordingly, especially if a heat wave is expected. This monitoring will take place in high-heat conditions.

Prior to each workday, managers/supervisors will be responsible for monitoring the weather or with the aid of a thermometer at the worksite. This weather forecast will be taken into consideration to determine when it will be necessary to make modifications to the work schedule (such as stopping work early, rescheduling the job, working at night or during the cooler hours of the day, increasing the number of water and rest breaks).

If schedule modifications are not possible and workers have to work during a high heat condition, managers/supervisors will provide a tailgate meeting to reinforce heat illness prevention with emergency response procedures and review the weather forecast with the workers. In addition, managers/supervisors will provide workers with an increased number of water and rest breaks. Managers/supervisors will ensure workers stop and take these breaks and closely observe all workers for signs of heat illness. Managers/supervisors will also assign each employee a buddy to watch for signs of heat illness and ensure emergency procedures are initiated when someone displays signs of heat illness.

Managers/supervisors will be responsible for periodically checking the temperature to monitor for sudden increases. Once the temperature exceeds 80°F, access to shade will be made available to employees. Once the temperature equals or exceeds 95°F, additional preventive measures such as the high-heat procedures will be implemented. See Access to Shade and High-Heat Procedures (95°) for Outdoor Places of Employment for additional information.

## Employee Acclimatization

Acclimatization is the temporary and gradual physiological change in the body that occurs when the environmentally induced heat load to which the body is accustomed is significantly and suddenly exceeded by sudden environmental changes. In more common terms, the body needs time to adapt when temperatures rise suddenly, and an employee risks heat illness by not taking it easy when a heat wave strikes or when starting a new job that exposes the employee to heat to which the employee's body hasn't yet adjusted. Inadequate acclimatization can be significantly more perilous in conditions of high heat and physical stress. The following procedures will be utilized when conditions result in sudden exposure to heat which employees are not used to:

- Managers/supervisors will be on the lookout for sudden heat wave(s), or increases in temperatures to which employees haven't been exposed to for several weeks or longer;
- New employees or those employees who have been newly assigned to a high heat area will be closely observed by the supervisor/lead person for the first 14 days. The intensity of the work will be lessened during a two-week break-in period [such as scheduling slower paced, less physically demanding work during the hot parts of the day and the heaviest work activities during the cooler parts of the day (early morning or evening) or increasing the frequency of rest periods]. Steps taken to lessen the intensity of the workload for new employees will be documented;
- Managers/supervisors will be extra vigilant with new employees and stay alert to the presence of heat-related symptoms;
- New employees will be assigned a "buddy" or experienced co-worker to watch them closely for discomfort or symptoms of heat illness; and
- Managers/supervisors and employees will be trained on the importance of acclimatization, how it is developed, and how these procedures address it.

### New Employees

The employer must implement one of the following acclimation protocols for each employee during their first week on the job:

- A plan that, at minimum, incorporates the HIIPP measures whenever the heat index is at or above the initial heat trigger during the employee's first week of work; or
- Gradual acclimation to heat in which the employee's exposure to heat is restricted to no more than: 20% of a normal work shift exposure duration on the first day of work, 40% on the second day of work, 60% on the third day of work, and 80% on the fourth day of work.

### Returning Employees;

The employer must implement one of the following acclimation protocols for each employee who has been away (vacation or sick leave) for more than 14 days during their first week back on the job;

- A plan that, at minimum, incorporates the measures outlined above whenever the heat index is at or above the initial heat trigger during the employee's first week upon returning to work; or

- Gradual acclimation to heat in which employee exposure to heat is restricted to no more than 50% of a normal work shift exposure duration on the first day of work, 60% on the second day of work, and 80% on the third day of work.

## **Provisions for Water**

Where drinking water is not plumbed or otherwise continuously supplied, drinking water containers will be brought to the worksite so at least one quart per employee per hour is available at all times. All workers, whether they work individually or in smaller crews, will have access to drinking water.

Our offices all have plumbed water and water dispensers are provided at the shop. Large portable 5 gallon industrial "heat stress solution" water coolers are provided to maintenance staff and are to be filled at the beginning of each shift with ice from our industrial ice machine and with water provided by Alhambra's delivery service. Workers are advised to take as much as possible with them each day.

The water level of all containers will be checked periodically and more frequently when the temperature rises. Water containers will be refilled with suitably cool water when the water level within a container drops below 50 percent or below the quantity needed to provide each employee at the worksite with one quart of water at any given time. Additional water containers will be carried to replace water as needed.

Water will be fresh, pure, and suitably cool and provided to employees free of charge. During hot weather, the water must be cooler than the ambient temperature but not so cool as to cause discomfort.

Water containers will be located as close as practicable to the areas where employees are working, given the working conditions and layout of the worksite, to encourage the frequent drinking of water. Water is to be carried in a large 5-gallon dispenser mounted in the worker's truck. Suitable cups are provided. If field terrain prevents the water from being placed close to the workers, bottled water or personal water containers will be made available, so workers can have drinking water readily accessible.

Since water containers are smaller than shade structures, they can be placed closer to employees than shade structures. Placing water only in designated shade areas or where toilet facilities are located is not sufficient. If employees are working across large areas, water will be placed in multiple locations, so it is easily accessible.

All water containers will be kept in sanitary condition. Water from non-approved or non-tested water sources (e.g., untested wells) is not permitted. If hoses or connections are used, they must be governmentally approved for potable drinking water systems as shown on the manufacturer's label.

Workers will be reminded daily of the location of the water coolers and of the importance of drinking water frequently. When the temperature exceeds or is expected to exceed 80°F, brief 'tailgate' meetings will be held each morning to review with employees the importance of drinking water, the number and schedule of water and rest breaks, and the signs and symptoms of heat illness.



Paper cone rims or bags of disposable cups and the necessary cup dispensers will be made available to workers and will be kept clean until used.

Audible devices, such as whistles or air horns, may be used to remind employees to drink water.

When the temperature is expected to equal or exceed 95°F or during a heat wave, pre-shift meetings will be conducted to encourage employees to drink plenty of water and remind employees of their right to take a cool-down rest period when necessary. Additionally, the number of water breaks will increase. Managers/supervisors will lead by example, and workers will be reminded throughout the work shift to drink water.

Individual water containers or bottled water provided to workers will be adequately identified to eliminate the possibility of drinking from a co-worker's container or bottle.

Electrolyte replacement drinks may be used to supplement the water supply, but they cannot be used to replace the total amount of water that is required.

### **Access to Cool-Down Areas for Indoor Places of Employment**

Cool-down areas will be located at 1455 Butte House Road, Yuba City, CA 95993, 384 Miles Avenue, Yuba City, CA 95991 or any onsite manager office or available vacant unit. The temperature in the cool-down areas will be maintained at less than 82°F by monitoring the thermostat. Workers will be informed of the location of the cool-down areas.

### **Access to Shade for Outdoor Places of Employment**

Shade will be provided and maintained at one or more areas when the outdoor temperature in the work area exceeds 80°F. These areas will either be open to the air or provided with ventilation or cooling. Shade will also be provided promptly when an employee specifically requests it, even when the temperature does not exceed 80°F.

Employees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade will be permitted at all times. An individual employee who takes a preventative cool-down rest will be monitored and asked if he or she is experiencing symptoms of heat illness, will be encouraged to remain in the shade, and will not be ordered back to work until any signs or symptoms of heat illness have abated but in no event less than 5 minutes in addition to the time needed to access the shade.

Depending on the worksite, shade may be provided by trees or buildings. When natural shade is not available, other acceptable means of shade such as umbrellas, tents, canopies, etc. to block the sunlight will be provided. In these instances, chairs, benches, sheets, towels, or any other items will be provided to allow employees to sit and rest without contacting the bare ground. Shade structures will be relocated as the work environment or location changes.

For the purposes of this standard, vehicles operated outdoors are considered outdoor work areas. The interior of a vehicle may only be used to provide shade when the vehicle is air-conditioned, and



the air conditioner has been turned on so it is sufficiently cool prior to the employee entering the vehicle.

The amount of shade present for recovery, rest, and meal periods will be enough to accommodate all employees who are on such a break at any point in time. There will be enough room so employees can sit in a normal posture fully in the shade without having to be in physical contact with each other. The shaded area will be located as close as practicable to the areas where employees are working. Water will also be available in the rest area, so employees are encouraged to drink more water.

In instances where natural shade is not available, managers/supervisors will:

- Bring sufficient shade structures to the site;
- Ensure sufficient shade structures are opened and placed as close as practical to the workers when the temperature equals or exceeds 80°F;
- Point out the daily location of the shade structures to the workers, as well as allow and encourage employees to take a minimum five-minute cool-down rest in the shade when they feel the need to do so to protect themselves from overheating; and
- Ensure the shade structures are relocated to follow along with the crew when necessary and double-check they are as close as practical to the employees so access to shade is provided at all times.

If it is infeasible or unsafe to have shade structures or to have shade present on a continuous basis, alternative procedures with equivalent protection will be provided.

In instances where natural shade such as a tree is available, managers/supervisors will evaluate the thickness and shape of the shaded area in orchards or other areas of vegetation (given the changing angles of the sun during the entire shift), before assuming sufficient shadow is being cast to protect employees.

In situations where it is not safe to provide shade (e.g., during high winds), managers/supervisors will document how the determination was made and identify what steps will be taken if someone requests shade, or the managers/supervisors will identify other cooling measures with equivalent protection. Cooling measures other than shade may be used if they are as effective as shade in allowing employees to cool.

Employees may opt to take a "preventive cool-down rest" in the shade to help the body relieve excess heat. The employee will be monitored during this rest and asked if he or she is experiencing any symptoms of heat illness. If any signs or symptoms of heat illness are observed or reported, the employee will not be ordered back to work and will be continuously observed until the signs or symptoms have abated but in no event less than 5 minutes in addition to the time needed to access the shade.

If employees work in small groups, the manager/supervisor will establish a buddy system for monitoring. If an employee works alone, the manager/supervisor will establish a communication system so the employee can make immediate contact when needed and facilitate a manager/supervisor monitoring their condition.

The importance of prevention is critical. Employees who wait until symptoms appear before seeking shade and recovery are at significant risk of developing heat illness.

### **Procedures for Temperature Assessment for Indoor Places of Employment**

A thermometer or thermostat will be used throughout the workplace to monitor temperature or heat index. The locations for the temperature measurements will be at 1455 Butte House Road, Yuba City, CA 95993 and 384 Miles Avenue, Yuba City, CA 95991.

The temperature and heat index will be measured and recorded by the manager/supervisor. Workers and/or their union representatives will be actively involved in the planning, conducting, and recording of the temperature measurements. Workers are informed of the day's predicted heat stress index at the morning briefing. Discussions are to be had regarding proper methods to combat high heat stress.

Records of the temperatures or heat index measurements, whichever value is greater, will be retained for one year or until the next measurements are taken, whichever is later, and made available at 1455 Butte House Road, Yuba City, CA 95993 and 384 Miles Avenue, Yuba City, CA 95991 to workers or designated representatives upon request. The records will include the date, time, and specific location of all measurements.

Initial temperature or heat index measurements shall be taken where workers work and at times during the work shift when workers' exposures are expected to be the greatest and when it is suspected to equal or exceed 82°F.

Measurements will be taken again when they are reasonably expected to be 10°F or above the previous measurements where workers work and at times during the work shift when worker exposures are expected to be the greatest.

Workers and/or their union representatives will be actively involved in identifying and evaluating other environmental risk factors for heat illness that may exist in the workplace.

Supervisors ensure workers are dressed appropriately for the conditions. Large, brimmed hats are recommended on high heat days as are cooling "scarves" that are dipped in ice water to help regulate body heat. Water and ice are provided at the jobsite. The day's forecast for wind is considered for exposure as well. On hot windy days exposure is to be further limited.

### **Procedures for Monitoring the Weather for Outdoor Places of Employment**

The manager/supervisor will be trained and instructed to check the extended weather forecast in advance. Weather information will be obtained by either accessing the National Weather Service at [www.weather.gov](http://www.weather.gov), utilizing the weather application on a smartphone, monitoring local media outlets, or utilizing weather application software ([OSHA/NIOSH Heat Index](#)).

Prior to each workday, the manager/supervisor will monitor the weather at the worksite by the method described above. This critical weather information will be taken into consideration to evaluate the risk level for heat illness and when it will be necessary to make modifications to the work schedule (i.e., rescheduling to work during cooler hours of the day, increasing the number of water and rest breaks, etc.)

The manager/supervisor will use a thermometer throughout the job site and throughout the work shift to monitor for an increase in outdoor temperature and to ensure that once the temperature exceeds 80°F, shade structures will be opened and made available to workers. In addition, when the temperature equals or exceeds 95°F, additional preventive measures, such as high-heat procedures, will be implemented.

### **Procedures for Control Measures for Indoor Places of Employment**

Control measures will be implemented when either of the following occurs:

- 1) Indoor temperature or heat index is 87°F or higher.
- 2) Indoor temperature is 82°F or higher and workers are either:
  - a. Wearing clothing that restrict heat removal or;
  - b. Working in an area with high radiant heat.

Feasible engineering controls will be implemented first to reduce the temperature and heat index to below 87°F (or at a temperature below 82°F for workers working in clothing that restricts heat removal or working in high radiant areas). Administrative controls will be added if feasible engineering controls are not enough to comply with the standard. If both feasible engineering controls and administrative controls are not enough to decrease the temperature and minimize the risk of heat illness, then personal heat-protective equipment will be provided.

The following engineering controls will be implemented to lower the indoor temperature, heat index, or both to the lowest possible level.

- 1) Cooling fans or air conditioning
- 2) Increased natural ventilation, such as open windows and doors when the outdoor temperature or heat index is lower than the indoor temperature and heat index
- 3) Local exhaust ventilation at points of high heat production or moisture (such as exhaust hoods in laundry rooms)
- 4) Reflective shields to block heat
- 5) Insulating/isolating heat sources from workers or isolating workers from heat sources
- 6) Evaporative coolers
- 7) Dehumidifiers
- 8) Portable water mist systems
- 9) Other: Describe any other method of lowering the temperature or heat index

The following administrative controls will be implemented once all feasible engineering controls have been implemented. These controls are modified practices that can reduce heat exposure by adjusting work procedures, practices, or schedules. The following are examples of control measures:

- 1) Modify work schedules and activities to times of the day when the temperature is cooler or schedule shorter shifts.
- 2) Require mandatory 15-minute paid rest breaks at least every two hours in a cooler environment
- 3) Schedule work at cooler periods or times of the day, such as early morning or late afternoon
- 4) Require workers to work in pairs or groups during extreme heat, so they can monitor each other for signs of heat illness

The following personal heat-protective equipment will be provided if feasible engineering controls do not decrease the temperature enough and administrative controls do not minimize the risk of heat illness. The following are examples of heat-protective equipment:

- 1) Water and air-cooled garments, cooling vests, jackets, and neck wraps.
- 2) Supplied air cooling systems
- 3) Insulated suits
- 4) Heat-reflective clothing
- 5) Portable water misting systems

### **Heat Wave Procedures for Outdoor Places of Employment**

For purposes of this section only, “heat wave” means any day in which the predicted high temperature for the day will be at least 80°F *and* at least ten degrees Fahrenheit higher than the average high daily temperature in the preceding five days.

During a heat wave, workloads may be reduced, rest periods added, or the workday cut short or rescheduled (example conducted at night or during cooler hours).

During a heat wave and before starting work, tailgate meetings will be held to review the heat illness prevention procedures, the weather forecast, and emergency response. In addition, if schedule modifications are not possible, workers will be provided with an increased number of water and rest breaks and will be observed closely for signs and symptoms of heat illness.

Each employee will be assigned a “buddy” to be on the lookout for signs and symptoms of heat illness and to ensure emergency procedures are initiated when someone displays signs or symptoms of possible heat illness.

### **High-Heat Procedures (95°F) for Outdoor Places of Employment**

High heat procedures are additional preventive measures that are implemented when the temperature equals or exceeds 95°F.

Effective communication by voice, direct observation, mandatory buddy system, or electronic means will be maintained, so employees at the worksite can contact a manager/supervisor when necessary. If the manager/supervisor is unable to be near the workers to observe them or communicate with them, an electronic device, such as a cell phone or two-way radio, will be used for this purpose if reception in the area is reliable.

Frequent communication will be maintained with employees working by themselves or in smaller groups via phone to be on the lookout for possible symptoms of heat illness. The employee(s) will be contacted regularly and as frequently as possible throughout the day, since an employee in distress may not be able to summon help on his or her own.

Effective communication and direct observation for alertness and/or signs and symptoms of heat illness will be conducted frequently. When the manager/supervisor is not available, a designated alternate responsible person will be assigned to look for signs and symptoms of heat illness. If a manager/supervisor, designated observer, or any employee reports any signs or symptoms of heat illness in any employee, the manager/supervisor or designated person will take immediate action commensurate with the severity of the illness (see Emergency Response Procedures).

Employees will be reminded constantly throughout the work shift to drink plenty of water and take preventative cool-down rest breaks when needed.

## **Emergency Response Procedures**

When an employee displays possible signs of heat illness (refer to Appendix C for a list of signs of heat illness) a manager/supervisor will take immediate action commensurate with the severity of the illness that includes, but is not limited to:

- Moving the employee to a cooler/shaded area;
- Removing excess layers of clothing;
- Fanning and misting the worker with water;
- Applying ice (ice bags or ice towels);
- Providing cool drinking water, if able to drink; and
- Calling for emergency medical services.

If the signs or symptoms are indicators of severe heat illness (such as, but not limited to, decreased level of consciousness, staggering, vomiting, disorientation, irrational behavior, or convulsions), the manager/supervisor must implement emergency response procedures.

When emergency medical services are called, a manager/supervisor will remain with the sick employee until emergency help arrives. If the area is remote, the manager/supervisor must be able to provide clear and precise directions (such as street or road names, distinguishing features, and distances to major roads) of the site to clearly communicate the location to emergency medical services. If needed, the manager/supervisor will designate someone to physically go to the nearest road or highway where emergency responders can see them. If necessary, employees will be transported to a place where they can be reached by emergency medical services.

An employee exhibiting signs or symptoms of heat illness will be monitored and will not be left alone or sent home without being offered onsite first aid and/or being provided with emergency medical services.

Prior to assigning a crew to a particular worksite, the manager/supervisor will:



- Provide employees with clear and precise directions (such as street or road names, distinguishing features, and distances to major roads) of the site to avoid a delay of emergency medical services;
- Ensure a qualified, appropriately trained, and equipped person will be available at the site to render first aid if necessary;
- Ensure responsibility for calling emergency medical service is assigned to an English-speaking worker at the site;
- Verify all employees carry cell phones, or other means of communication to ensure emergency medical services can be called; and
- Ensure all communication devices are functional at the worksite prior to each shift.

## **Procedures for Handling a Sick Employee**

When an employee displays possible signs or symptoms of heat illness, the affected employee must be immediately removed from duty and monitored. A trained first aid worker or manager/supervisor will evaluate the sick worker and determine whether resting in the shade or cool-down area and drinking cool water will suffice or if emergency service providers will need to be called. An affected employee will be provided with means to reduce their body temperature. A sick employee will not be left alone in the shade or cool-down area as their conditions could worsen. When an employee displays possible signs or symptoms of heat illness and no trained first aid employee or manager/supervisor is available at the site, emergency service providers will be called by a manager/supervisor.

Emergency service workers will be called immediately if an employee displays signs or symptoms of severe heat illness (e.g. decreased level of consciousness, staggering, vomiting, disorientation, irrational behavior, incoherent speech, convulsions, red and hot face), does not look okay or does not get better after drinking cool water and resting in the shade. While the ambulance is in route, first aid will be initiated (e.g. cool the worker by placing the worker in the shade, removing excess layers of clothing, placing ice packs in the armpits and groin area, and fan the victim.) We will not let a sick worker go home, because even if they start to feel better, their condition could worsen, and they may die before reaching a hospital.

The signs and symptoms of the victim will be communicated to emergency service workers and an ambulance will be requested.

## **Employee and Supervisor Training**

### **Employees**

All employees are required to attend a safety training session prior to beginning work that should be reasonably anticipated to result in exposure to the risk of heat illness. The following information will be provided:

- The environmental and personal risk factors for heat illness, as well as the added burden of heat load on the body caused by exertion, clothing, and personal protective equipment
- Procedures for complying with the requirements of the heat illness prevention regulation

- The importance of frequent consumption of small quantities of water
- The concept, importance, and methods of acclimatization
- The different types of heat illness and the common signs and symptoms of heat illness
- The appropriate first aid and/or emergency responses to the different types of heat illness and in addition that heat illness may progress quickly from mild signs and symptoms to serious and life-threatening illness
- The importance of employees immediately reporting symptoms or signs of heat illness for themselves and co-workers
- Procedures for responding to possible heat illness, including how emergency medical services will be provided should they become necessary
- Specific procedures for contacting emergency medical services and, if necessary, for transporting employees to a point where they can be reached by an emergency medical service provider
- Procedures for designating a person to be available to ensure emergency procedures are invoked when appropriate
- Specific procedures for ensuring clear and precise directions to the work site will be provided as needed to emergency responders

### **Managers/Supervisors**

In addition to obtaining the training required for employees listed above, managers/supervisors will be trained before performing work that could be reasonably anticipated to result in exposure to heat illness. Training will include:

- All information provided during employee training
- Procedures for preventing heat illness, including monitoring weather reports and how to respond to hot weather advisories
- Information about how to identify heat illness
- Steps to take for emergency response to heat illness

### **Supplemental Training**

RHA will ensure each employee promptly receives and understands additional training whenever:

- Changes occur that affect the employee's exposure to heat at work (e.g., new job tasks)
- RHA changes the policies or procedures addressed in this plan
- There is an indication that the employee has not retained the necessary understanding; or
- A heat-related injury or illness occurs at the work site that results in death, days away from work, medical treatment beyond first aid, or loss of consciousness.

**Appendix A**

**Affected Positions (Outdoor, Indoor, or Both)**

Department	Position	Outdoor, Indoor, or Both
Maintenance	All	Both
Occupancy	All	Both
Finance	All	Both
Administration	All	Both

## **Appendix B**

### **Heat Illness Employee Training Handout**

This training program was developed to increase employee awareness of the occurrence of exposures to heat illnesses when working outdoors and to motivate employees to protect themselves.

#### **Overview of Heat Illness Prevention Regulations**

The heat illness prevention regulation is intended to ensure both the employer and its employees understand the dangers associated with working in heat in indoor or outdoor workplaces or both. The following information is a review of the specific requirements of a heat illness prevention plan, including water, shade, acclimatization, high-heat procedures, emergency procedures, and training.

#### **Written Heat Illness Prevention Plan**

The written plan provides information on and control of exposures that can result in heat illness while performing indoor or outdoor work in the heat. This plan is available to you during our training or during your work shift from your supervisor.

#### **Work Environment and Conditions in Our Workplace**

The written plan includes the identification of work that is performed outdoors when the weather is hot or indoors in a hot environment or both. This list is not all inclusive and when other types of work or conditions are identified, we will update the plan and training. The most important element is to realize that when it is hot outside or inside and you are working, take precautions to protect yourself.

#### **Water**

Enough fresh drinking water will be provided, so employees have access to at least one quart of water per hour and are actively encouraged to drink it. Refrain from alcoholic beverages or beverages that contain caffeine, such as soft drinks, coffee, and tea.

#### **Shade**

The goal is to provide shade so everyone who needs it has access to it to cool off when the weather is hot. If infeasible or unsafe to provide shade, other means to help keep you cool will be provided.

#### **High-Heat Procedures**

When the outside temperature reaches or exceeds 95°F, additional precautions, to the extent they are feasible, will be taken to ensure your safety and health. This includes good communication, close supervision if you have not recently worked outdoors in the heat for four or more hours per day, additional rest and recovery periods, observing you, and reminding you to drink plenty of water.

#### **Training**

All employees and supervisors who have potential heat exposures receive the same training, so everyone understands our policy and procedures for keeping everyone safe when working outdoors in the heat or indoors in hot environments. Training addresses how to acclimate to the heat, how much water to drink, the signs and symptoms of heat illness, the importance of reporting symptoms to your supervisor, and how to get help in an emergency.

Additional training resources are available at <http://www.dir.ca.gov/DOSH/HeatIllnessInfo.html>.

## Appendix C

### Types of Heat Illnesses

Heat Illness	Definition/Description	Signs/Symptoms	What to Do
<b>Heat Rash (Prickly Heat)</b>	<ul style="list-style-type: none"> <li>Is a skin irritation caused by sweat that does not evaporate from the skin</li> </ul>	<ul style="list-style-type: none"> <li>Clusters of red bumps on skin</li> <li>Often appears on neck, upper chest, folds of skin</li> </ul>	<ul style="list-style-type: none"> <li>Try to work in a cooler, less humid environment</li> <li>Keep the affected areas dry</li> </ul>
<b>Muscle (Heat) Cramps</b>	<ul style="list-style-type: none"> <li>Occurs during or after intense physical activity</li> <li>Victim will experience acute, painful, involuntary muscle contractions typically in the arms, legs, or abdomen.</li> </ul>	<ul style="list-style-type: none"> <li>Dehydration</li> <li>Thirst</li> <li>Fatigue</li> <li>Sweating</li> <li>Muscle spasms</li> <li>Pain</li> </ul>	<ul style="list-style-type: none"> <li>Stop all activity and sit quietly in a cool place.</li> <li>Drink clear water or a sports drink.</li> <li>Do not engage in exercise/strenuous activity for a few hours after cramps subside, as this may lead to heat exhaustion or heat stroke.</li> <li>Seek medical attention if heat cramps do not subside in 1 hour.</li> </ul>
<b>Heat Syncope</b>	<ul style="list-style-type: none"> <li>Occurs as result of exposure to high temperatures</li> <li>Typically occurs during the first 5 days of acclimation to physical activity in the heat</li> <li>May also occur after a long period of standing after physical activity</li> </ul>	<ul style="list-style-type: none"> <li>Faintness</li> <li>Dizziness</li> <li>Headache</li> <li>Increased pulse rate</li> <li>Restlessness</li> <li>Nausea</li> <li>Vomiting</li> <li>Brief loss of consciousness</li> </ul>	<ul style="list-style-type: none"> <li>Lie down in a cool place.</li> <li>Elevate the feet.</li> <li>Drink clear water or a sports drink.</li> <li>Refrain from vigorous activity.</li> </ul>



Heat Illness	Definition/Description	Signs/Symptoms	What to Do
<b>Heat (Exercise) Exhaustion</b>	<ul style="list-style-type: none"> <li>The inability to continue exercising that is associated with heavy sweating, dehydration, energy depletion, and sodium loss</li> <li>Frequently occurs in hot, humid conditions</li> </ul>	<ul style="list-style-type: none"> <li>Cool, moist skin with goose bumps when in the heat</li> <li>Heavy sweating</li> <li>Faintness</li> <li>Dizziness</li> <li>Fatigue</li> <li>Weak, rapid pulse</li> <li>Low blood pressure upon standing</li> <li>Muscle cramps</li> <li>Nausea</li> <li>Headache</li> </ul>	<ul style="list-style-type: none"> <li>Seek medical attention immediately if symptoms are severe, the victim has existing heart problems or high blood pressure.</li> <li>You may attempt to cool the victim by giving cool, non-alcoholic beverages (as directed by physician), rest, cool shower/bath/sponge bath, moving to an air-conditioned environment, and wearing lightweight clothing.</li> </ul>
<b>Heat Stroke</b>	<ul style="list-style-type: none"> <li>Life-threatening unless promptly recognized and treated</li> <li>Occurs as a result of prolonged heat exposure while engaging in physical activity</li> <li>Symptoms are a result of the body shutting down when it is no longer able to regulate temperature naturally</li> </ul>	<ul style="list-style-type: none"> <li>Throbbing headache</li> <li>Dizziness and light-headedness</li> <li>Lack of sweating despite the heat</li> <li>Red, hot, and dry skin</li> <li>Muscle weakness or cramps</li> <li>Nausea and vomiting</li> <li>Rapid heartbeat, which may be either strong or weak</li> <li>Rapid, shallow breathing</li> <li>Behavioral changes such as confusion, disorientation, or staggering</li> <li>Seizures</li> <li>Unconsciousness</li> </ul>	<ul style="list-style-type: none"> <li>If any symptoms are evident-CALL 9-1-1</li> <li>Move victim to shady area.</li> <li>Remove excess clothing.</li> <li>Cool victim rapidly using whatever methods are available, i.e. ice packs placed at pulse points at the neck, arms, groin, knees and ankles; spray the victim with cool water and then fan the victim.</li> <li>Monitor the victim's body temperature and continue to cool until the temperature drops to less than 101°F</li> <li>Continue first aid until medical professionals arrive and take over.</li> <li>If emergency response is delayed, call the emergency room for instructions.</li> </ul>

## **Appendix D**

### **Definitions**

#### **Acclimatization**

The body's temporary adaptation to hot environments occurs gradually when a person is exposed to such an environment. Acclimatization peaks in most people within four to fourteen days of regular work for at least two hours per day in the heat.

#### **Affected Employees**

Employees who perform, or may perform, work activities that have, or may have, environmental heat illness risk factors.

#### **Heat Illness**

Refers to a serious medical condition resulting from the body's inability to cope with a particular heat load, and includes heat cramps, heat exhaustion, heat syncope and heat stroke.

#### **High Heat Conditions**

When outdoor temperatures equal or exceed 95°F.

#### **Preventative Recovery Period**

A period of time to recover from the heat in order to prevent heat illness.

#### **Environmental Risk Factors for Heat Illness**

Working conditions that create the possibility heat illness could occur, including air temperature, relative humidity, and radiant heat from the sun and other sources, conductive heat sources such as the ground, air movement, workload severity and duration, protective clothing and personal protective equipment worn by employees.

#### **Personal Risk Factors for Heat Illness**

Risk factors such as an individual's age, degree of acclimatization, health, water consumption, alcohol consumption, caffeine consumption, and use of prescription medications that affect the body's water retention or other physiological responses to heat.

#### **Shade**

Blockage of direct sunlight. One indicator that blockage is sufficient is when objects do not cast a shadow in the area of blocked sunlight. Shade is not adequate when heat in the area of shade defeats the purpose of shade, which is to allow the body to cool. For example, a car sitting in the sun does not provide acceptable shade to a person inside it, unless the car is running with air conditioning. Shade may be provided by any natural or artificial means that does not expose employees to unsafe or unhealthy conditions and that does not discourage access.

**Temperature**

The dry bulb temperature in degrees Fahrenheit obtainable by using a thermometer to measure the outdoor temperature in an area where there is no shade. While the temperature measurement must be taken in an area with full sunlight, the bulb or sensor of the thermometer should be shielded while taking the measurement, e.g., with the hand or some other object, from direct contact by sunlight.

**Potentially Impacted Employees**

Employees whose job tasks expose them to environmental risk factors for heat illness.

**Preventative Recovery Period**

A period of time to recover from the heat in order to prevent heat illness.

**Provision of Water**

Employees shall have access to potable drinking water meeting the requirements of Sections 1524, 3363, and 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge. The water shall be located as close as practicable to the areas where employees are working. Where drinking water is not plumbed or otherwise continuously supplied, it shall be provided in sufficient quantity at the beginning of the work shift to provide one quart per employee per hour for drinking for the entire shift. Employers may begin the shift with smaller quantities of water if they have effective procedures for replenishment during the shift as needed to allow employees to drink one quart or more per hour. The frequent drinking of water, as described in subsection (h)(1)(C), shall be encouraged. The importance of frequent consumption of small quantities of water, up to 4 cups per hour, when the work environment is hot and employees are likely to be sweating more than usual in the performance of their duties.

I have received and read the Heat Illness Prevention Plan for Indoor and Outdoor Places of Employment. I fully understand that failure to comply with the Heat Illness Prevention Plan for Indoor and Outdoor Places of Employment will result in disciplinary action, up to and including termination. However, acknowledgment of this policy and the expectation that I comply does not forfeit or diminish my contractual rights to appeal adverse actions taken against me.

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Name

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Signature

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Date



# REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993

Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775

[www.RegionalHA.org](http://www.RegionalHA.org)

## RESOLUTION 25-1863

### A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY EXPRESSING RECOGNITION AND APPRECIATION FOR THE DILIGENT SERVICE OF LISA SWARTHOUT

WHEREAS, Lisa Swarthout was first appointed to the office of Commissioner in the month of January 2023, and has served faithfully thereafter through December 2024; and

WHEREAS, she brought with her knowledge of community affairs which contributed substantially to the resolution of housing problems in Sutter, Nevada, Yuba and Colusa Counties; and

WHEREAS, she has been diligent and faithful to the public trust reposed on her, to the discharge of his responsibilities and in the fulfillment of his duties with the Regional Housing Authority;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Housing Authority hereby honor Lisa Swarthout upon her departure from the position of Commissioner and that her dedicated actions during the term he served as Commissioner be recognized and commended.

**This Resolution was moved and approved at the Regular meeting of the Board of Commissioners this 16<sup>th</sup> day of April 2025 as the Board conveys their best wishes in all her future endeavors.**

AYES:

NAYS:

ABSTAINED:

ABSENT:

---

Chairperson, Bob Woten





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## RESOLUTION 25-1864

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY EXPRESSING RECOGNITION AND APPRECIATION FOR THE DILIGENT SERVICE OF DOUG LOFTON

WHEREAS, Doug Lofton was first appointed to the office of Commissioner in the month of January 2017, and has served faithfully thereafter through January 2025; and

WHEREAS, he brought with him knowledge of community affairs which contributed substantially to the resolution of housing problems in Sutter, Nevada, Yuba and Colusa Counties; and

WHEREAS, he has been diligent and faithful to the public trust reposed on him, to the discharge of his responsibilities and in the fulfillment of his duties with the Regional Housing Authority;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Housing Authority hereby honor Doug Lofton upon his departure from the position of Commissioner and that his dedicated actions during the term he served as Commissioner be recognized and commended.

**This Resolution was moved and approved at the Regular meeting of the Board of Commissioners this 16<sup>th</sup> day of April 2025 as the Board conveys their best wishes in all his future endeavors.**

AYES:

NAYS:

ABSTAINED:

ABSENT:

---

Chairperson, Bob Woten



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## RESOLUTION 25-1865

### A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY EXPRESSING RECOGNITION AND APPRECIATION FOR THE DILIGENT SERVICE OF NICHOLAS MICHELI

WHEREAS, Doug Lofton was first appointed to the office of Commissioner in the month of January 2021, and has served faithfully thereafter through December 2025; and

WHEREAS, he brought with him knowledge of community affairs which contributed substantially to the resolution of housing problems in Sutter, Nevada, Yuba and Colusa Counties; and

WHEREAS, he has been diligent and faithful to the public trust reposed on him, to the discharge of his responsibilities and in the fulfillment of his duties with the Regional Housing Authority;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Housing Authority hereby honor Nicholas Micheli upon his departure from the position of Commissioner and that his dedicated actions during the term he served as Commissioner be recognized and commended.

**This Resolution was moved and approved at the Regular meeting of the Board of Commissioners this 16<sup>th</sup> day of April 2025 as the Board conveys their best wishes in all his future endeavors.**

AYES:

NAYS:

ABSTAINED:

ABSENT:

---

Chairperson, Bob Woten





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[www.RegionalHA.org](http://www.RegionalHA.org)

## RESOLUTION NO: 25-1866

**RESOLUTION OF THE REGIONAL HOUSING AUTHORITY BOARD OF COMMISSIONERS AUTHORIZING THE CONSOLIDATION BETWEEN LAKE COUNTY HOUSING AUTHORITY AND THE REGIONAL HOUSING AUTHORITY TO FURTHER EXPAND THE AREA OF THE REGIONAL AREA HOUSING AUTHORITY AND TO ABSORB LAKE COUNTY'S ENTIRE HOUSING CHOICE VOUCHER, EMERGENCY HOUSING VOUCHER (EHV) AND VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH) ASSISTANCE PROGRAMS AND ITS ASSOCIATED ANNUAL CONTRIBUTIONS CONTRACT**

**WHEREAS**, as the result of limited funding allocations, the administration of a minimally sized Housing Choice Voucher, EHV and VASH programs by the Lake County Housing Authority is not economically sustainable; and

**WHEREAS**, pursuant to Health and Safety Code section 34200 et seq, the Lake County Housing Authority desires to consolidate its management and operations of its entire Housing Choice Voucher, EHV and VASH allocation with a larger entity to create an area housing authority, and

**WHEREAS**, the Regional Housing Authority currently administers a Housing Choice Voucher, EHV and VASH program of 2107 vouchers, is a high performing housing authority as defined by HUD, is located geographically close to the Lake County Housing Authority and can accommodate an increment of approximately an additional 229 vouchers; and

**WHEREAS**, the Regional Housing Authority commits to provide the widest housing choice to all areas within its jurisdiction by respecting market demand within an approved preference and priority voucher allocation plan; and

**WHEREAS**, it makes economic and programmatic sense to continue to develop regional solutions for rural areas,

**NOW THEREFORE BE IT RESOLVED** that effective July 1, 2025, or such date as approved by the U.S. Department of Housing and Urban Development (HUD), the Board of Commissioners of the Regional Housing Authority hereby consolidates with Lake County Housing Authority and Regional Housing Authority will absorb Lake County's Housing Choice Voucher, EHV and VASH programs and its associated Annual Contributions Contract.

**BE IT FURTHER RESOLVED** that pursuant to California Health and Safety Code section 34246, on Area Housing Authorities, the Lake County Board of Supervisors will appoint two people as commissioners of the new expanded authority.

**NOW, THEREFORE BE IT RESOLVED** that the Board of Commissioners of the Regional Housing Authority approve the consolidation with Lake County to administer their Housing Choice Voucher, EHV and VASH

programs and that this resolution is effective only upon approval by HUD of the request for consolidation.

This resolution was approved at the regular meeting of the Board of Commissioners of the Regional Housing Authority this 16<sup>th</sup> day of April 2025.

AYES:  
NAYS:  
ABSTAINED:  
ABSENT:

ATTEST: \_\_\_\_\_  
Bob Woten, Chairperson

(SEAL)

**REGIONAL HOUSING AUTHORITY  
STAFF REPORT**

**Date:** April 16, 2025  
**To:** Board of Commissioners  
**From:** Marco Cruz, Chief Financial Officer

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**SUBJECT:** Yuba City Migrant Center Contract Resolution for July 2025 – June 2027

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**Background:**

The Yuba City Migrant Center provides safe and affordable rental housing to seasonal farm working families. The center's fiscal year runs from July to June and is contracted and budgeted every 2 years. A contract resolution approval is required to execute the 2-year Standard Agreement with the California Department of Housing and Community Development's Office of Migrant Services (OMS)

**Budget Highlights:**

- **Permanent Salaries/Wages and Personnel Benefits:** These costs are expected to increase due to approved wage adjustments outlined in the Memorandum of Understanding (MOU) ratified by the board on November 16, 2022. In accordance with the MOU, a 3.5% increase in Permanent Salaries/Wages was implemented on March 31, 2025, and an additional 3.5% increase is scheduled to take effect on April 1, 2026. Overall wages and benefits rose 17%.
- **Operating Expenses:** A significant rise in operating expenses is anticipated, primarily due to the following factors:
  - **Utility Costs:** The rising cost of utilities, including electricity, water, and gas, continues to impact overall operational expenses. Utilities rose by 18% over prior year.
  - **Property Insurance Increases:** Property and Liability insurance continues to rise at a rapid pace, at 9.6% annually. These increases are largely driven by heightened risk assessments, rising construction costs, and an increase in claims across the state.

**Recommendation:**

Staff recommends the Board of Commissioners approves the OMS 2025-2027 Fiscal Year Operation and Maintenance Contract resolution.

Prepared by:



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Marco Cruz  
Chief Financial Officer

Submitted by:



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Gustavo Becerra  
Executive Director





# REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993

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## RESOLUTION NO. 25-1867

### RESOLUTION APPROVING THE 2025 - 2027 FISCAL YEAR OPERATION AND MAINTENANCE CONTRACT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND THE REGIONAL HOUSING AUTHORITY

#### CONTRACT # 25-OMS-18602

**WHEREAS**, the California Department of Housing and Community Development has provided an Operation and Maintenance Contract, also known as a Standard Agreement, for the 2025 - 2027 Fiscal Year for the Yuba City Migrant Center; and

**WHEREAS**, the Regional Housing Authority acting through its Board of Commissioners, having the authority to enter into this contract, desires to approve this Operation and Maintenance Contract for the 2025 - 2027 operation of the Yuba City Migrant Center.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Commissioners of Regional Housing Authority hereby approves the Operation and Maintenance Contract #25-OMS-18602 in an amount not to exceed \$2,288,035.20 and authorizes the Executive Director of the Regional Housing Authority to execute said contract, and any amendments to said contract, on behalf of the Regional Housing Authority.

PASSED AND ADOPTED this 16<sup>th</sup> day of April 2025, by the following votes:

AYES:

NAYS:

ABSTAINED:

ABSENT:

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Bob Woten, Chairperson  
Board of Commissioners



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I, Jennifer Ruiz, Board Clerk of the Regional Housing Authority attests or certifies, as a witness to a board meeting held on April 16, 2025, and swears or confirms, that the foregoing information in this resolution is true and correct and has not been altered or amended.

Signed:

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Board Clerk, Regional Housing Authority  
Jennifer Ruiz

