

**A G R E E M E N T**

THIS AGREEMENT is made and entered into this 26th day of September 2017, by and between **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**," and **HOUSING AUTHORITY OF THE CITY OF FRESNO**, a public body, corporate and political, whose address is 1331 Fulton Mall, Fresno, CA 93721, hereinafter referred to as "**CONTRACTOR**."

**W I T N E S S E T H:**

WHEREAS, COUNTY, through its Department of Social Services (DSS) has partnered with CONTRACTOR to provide housing to families referred by DSS and involved in DSS programs who are in need of temporary housing; and

WHEREAS, COUNTY is authorized to enter into an Agreement with CONTRACTOR for such services; and

WHEREAS, the CONTRACTOR has the capability of providing emergency housing and related services for DSS referred families who are temporarily without housing.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows

**1. CONTRACTOR's RESPONSIBILITIES**

CONTRACTOR shall perform all services and fulfill all responsibilities as set forth in Exhibit A, attached hereto and by this reference incorporated herein.

**2. COUNTY's RESPONSIBILITIES**

COUNTY shall perform all services and fulfill all responsibilities as set forth in Exhibit A.

**3. TERM**

This Agreement shall become effective October 1, 2017 and shall terminate on September 30, 2020.

This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon the written approval of both parties no later than sixty (60) days prior to the first day of the next twelve month extension period. The DSS Director, or designee, is authorized

1 to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory  
2 performance.

3 **4. TERMINATION**

4 A. Non-Allocation of Funds - The terms of this Agreement, and the services to  
5 be provided thereunder, are contingent on the approval of funds by the appropriating government  
6 agency. Should sufficient funds not be allocated, the services provided may be modified, or this  
7 Agreement terminated by COUNTY or COUNTY' s DSS Director or designee at any time by giving  
8 CONTRACTOR sixty (60) days advance written notice.

9 B. Breach of Contract - COUNTY may immediately suspend or terminate this  
10 Agreement in whole or in part, where in the determination of COUNTY there is:

- 11 1) An illegal or improper use of funds;
- 12 2) A failure to comply with any term of this Agreement;
- 13 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 14 4) Improperly performed service.

15 In no event shall any payment by COUNTY constitute a waiver by COUNTY  
16 of any breach of this Agreement or any default which may then exist on the part of  
17 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to  
18 COUNTY with respect to the breach or default. COUNTY shall have the right to demand of  
19 CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under this  
20 Agreement, which in the judgment of COUNTY were not expended in accordance with the terms  
21 of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand or, at the  
22 COUNTY' s option, such repayment shall be deducted from future payments owing to  
23 CONTRACTOR under this Agreement.

24 C. Without Cause - Under circumstances other than those set forth above, this  
25 Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's DSS Director or  
26 designee upon the giving of sixty (60) days advance written notice to CONTRACTOR of the  
27 intention to terminate the Agreement.

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1           **5.     COMPENSATION**

2           For actual services provided pursuant to the terms of this Agreement, COUNTY  
3 agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in  
4 accordance with Exhibit B, attached hereto and by this reference incorporated herein.

5           COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
6 compensation for the 29 dwelling units made available by CONTRACTOR based upon a per unit  
7 per month rate, as indicated in Exhibit B. The COUNTY shall only pay for units that are available  
8 for occupancy. If a unit is uninhabitable or unavailable for occupancy for more than ten (10)  
9 business days, the COUNTY shall not be responsible for payment of the unit on the eleventh day  
10 until the unit is available for occupancy. The rent for that unit shall then be pro-rated by the  
11 number of days, after the first ten (10) business days, that the unit is available for the month.  
12 COUNTY shall also be responsible for payment of the three (3) units utilized as an office by staff,  
13 storage and maintenance, and a community room at the specified rate, described herein above.

14           Additionally, COUNTY agrees to pay CONTRACTOR the actual costs incurred by  
15 CONTRACTOR to repair excessive damages (damages beyond normal wear and tear) to the  
16 dwelling units, as set forth in Exhibit B. In no event shall COUNTY pay for repairs of excessive  
17 damages in excess of Five Thousand and No Dollars (\$5,000) during any twelve month period.

18           In no event shall the total compensation for the 32 dwelling units and repairs of  
19 excessive damages under this Agreement be in excess of: Four Hundred Twenty Six Thousand  
20 Nine Hundred Forty Six Dollars (\$426,946) for the period of October 1, 2017 through September  
21 30, 2018; Four Hundred Thirty Nine Thousand Four Hundred Sixty Eight Dollars (\$439,468) for  
22 the period of October 1, 2018 through September 30, 2019; Four Hundred Fifty Two Thousand  
23 Three Hundred Sixty Seven Dollars (\$452,367) for the period of October 1, 2019 through  
24 September 30, 2020; Four Hundred Sixty Five Thousand Six Hundred Fifty Two Dollars  
25 (\$465,652) for the period of October 1, 2020 through September 30, 2021; and Four Hundred  
26 Seventy Nine Thousand Three Hundred Thirty Five Dollars (\$479,335) for the period of October 1,  
27 2021 through September 30, 2022. The cumulative total of this Agreement shall not be in excess  
28 of Two Million, Two Hundred Sixty Three Thousand and Seven Hundred Sixty Eight Dollars

1 (\$2,263,768).

2           Payments shall be made by COUNTY to CONTRACTOR in arrears, for the number  
3 of units available during the preceding month and for any costs associated with excessive damage  
4 made to any of the units during the preceding month, within forty-five (45) days after the date of  
5 receipt of a correctly completed invoice stating the number of available units and any amount of  
6 excessive damage.

7           It is understood that all expenses incidental to CONTRACTOR'S performance of  
8 services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR should fail to  
9 comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further  
10 compensation. COUNTY shall not be obligated to make any payments under this Agreement if the  
11 request for payment is received by COUNTY more than sixty (60) days after the end of this  
12 Agreement. Payment shall be made upon certification or other proof satisfactory to COUNTY's  
13 DSS that services have actually been performed by CONTRACTOR as specified in this  
14 Agreement.

15           Except as provided below regarding State payment delays, payments by COUNTY  
16 shall be in arrears, for services provided during the preceding month, within forty-five (45) days  
17 after receipt, verification and approval of CONTRACTOR's invoices by COUNTY's DSS. If  
18 CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY shall be  
19 relieved of its obligation for further compensation. All final claims and/ or any final budget  
20 modification requests shall be submitted by CONTRACTOR within sixty (60) days following the  
21 final month of service for which payment is claimed. No action shall be taken by COUNTY on  
22 claims submitted beyond the sixty (60) day closeout period.

23           The services provided by CONTRACTOR under this Agreement are funded in  
24 whole or in part by the State of California. In the event that funding for these services is delayed by  
25 the State Controller, COUNTY may defer payment to CONTRACTOR. The amount of the  
26 deferred payment shall not exceed the amount of funding delayed by the State Controller to the  
27 COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the  
28 State Controller's delay of payment to COUNTY plus forty-five (45) days.

1           **6.     INVOICING**

2           CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) of each month  
3 for services rendered in the previous month to: DSSinvoices@co.fresno.ca.us. The invoice shall  
4 be in a form and in such detail as acceptable to COUNTY's DSS Director or designee

5           At the discretion of COUNTY' s DSS Director or designee, if an invoice is incorrect  
6 or is otherwise not in proper form or substance, COUNTY's DSS Director or designee shall have  
7 the right to withhold payment as to only that portion of the invoice that is incorrect or improper after  
8 five (5) days prior written notice to CONTRACTOR. CONTRACTOR agrees to continue to provide  
9 services for a period of ninety (90) days after notification of an incorrect or improper invoice. If  
10 after the ninety (90)-day period the invoice(s) is still not corrected to COUNTY's DSS satisfaction,  
11 COUNTY's DSS Director or designee may elect to terminate this Agreement, pursuant to the  
12 termination provisions stated in Paragraph Four (4) of this Agreement. In addition, for invoices  
13 received ninety (90) days after the expiration of each term of this Agreement or termination of this  
14 Agreement, at the discretion of COUNTY's DSS Director or designee, COUNTY's DSS shall have  
15 the right to deny payment of any additional invoices received.

16           **7.     INDEPENDENT CONTRACTOR**

17           In performance of the work, duties, and obligations assumed by CONTRACTOR  
18 under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any  
19 and all of CONTRACTOR's officers, agents, and employees will at all times be acting and  
20 performing as an independent contractor, and shall act in an independent capacity and not as an  
21 officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore,  
22 COUNTY shall have no right to control or supervise or direct the manner or method by which  
23 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to  
24 administer this Agreement so as to verify that CONTRACTOR is performing its obligations in  
25 accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply  
26 with all applicable provisions of law and the rules and regulations, if any, of governmental  
27 authorities having jurisdiction over matters which are directly or indirectly the subject of this  
28 Agreement.

1 Because of its status as an independent contractor, CONTRACTOR shall have  
2 absolutely no right to employment rights and benefits available to COUNTY employees.  
3 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its  
4 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely  
5 responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's  
6 employees, including compliance with Social Security, withholding, and all other regulations  
7 governing such matters. It is acknowledged that during the term of this Agreement,  
8 CONTRACTOR may be providing services to others unrelated to COUNTY or to this Agreement.

9 **8. MODIFICATION**

10 A. Any matters of this Agreement may be modified from time to time by the  
11 written consent of all the parties without, in any way, affecting the remainder.

12 B. CONTRACTOR hereby agrees that changes to the compensation under this  
13 Agreement may be necessitated by a reduction in funding from State and/or Federal sources. The  
14 COUNTY's DSS Director or designee may decrease the maximum compensation depending on  
15 State and Federal funding availability. CONTRACTOR further understands that this Agreement is  
16 subject to any restrictions, limitations, or enactments of all legislative bodies which affect the  
17 provisions, term or funding of this Agreement in any manner.

18 **9. NON-ASSIGNMENT**

19 Neither party shall assign or transfer this Agreement nor their rights or duties under  
20 this Agreement without the prior written consent of the other party.

21 **10. HOLD-HARMLESS**

22 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's  
23 request, defend COUNTY, its officers, agents, and employees from any and all costs and  
24 expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection  
25 with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees  
26 under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and  
27 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged  
28 by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees

under this Agreement. COUNTY agrees to indemnify, save, hold harmless, and at CONTRACTOR's request, defend CONTRACTOR, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to CONTRACTOR in connection with the performance, or failure to perform, by COUNTY, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of COUNTY, its officers, agents, or employees under this Agreement.

## **11. INSURANCE**

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies throughout the term of this Agreement:

### **A. Commercial General Liability**

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, and contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

### **B. Automobile Liability**

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

### **C. Professional Liability**

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., L.M.F.T.) in providing services, Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence, Three Million and No/100 Dollars (\$3,000,000.00) annual aggregate. If this coverage is issued on a "claims made" basis, CONTRACTOR agrees that it shall maintain, at its sole expense, in full force



1 and effect for a period of three (3) years following the termination of this  
2 Agreement, one or more policies of professional liability insurance with limits  
of coverage as specified herein.

3 D. Worker's Compensation

4 A policy of Worker's Compensation insurance as may be required by the  
5 California Labor Code.

6 CONTRACTOR shall obtain endorsements to the Commercial General Liability  
7 insurance naming the County of Fresno, its officers, agents, and employees, individually and  
8 collectively, as additional insured, but only insofar as the operations under this Agreement are  
9 concerned. Such coverage for additional insured shall apply as primary insurance and any other  
10 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be  
11 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.  
12 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance  
13 written notice given to COUNTY. CONTRACTOR shall also obtain building insurance for the  
14 emergency housing facility naming the County of Fresno as an additional insured/loss payee.

15 Within thirty (30) days from the date CONTRACTOR executes this Agreement,  
16 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of  
17 the foregoing policies, as required herein, to the County of Fresno, DSS Administration, P.O. Box  
18 1912, Fresno, CA 93718-1912, Attention: DSS Staff Analyst, stating that such insurance coverage  
19 have been obtained and are in full force; that the County of Fresno, its officers, agents and  
20 employees will not be responsible for any premiums on the policies; that such Commercial  
21 General Liability insurance names the County of Fresno, its officers, agents and employees,  
22 individually and collectively, as additional insured, but only insofar as the operations under this  
23 Agreement are concerned; that such coverage for additional insured shall apply as primary  
24 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents  
25 and employees, shall be excess only and not contributing with insurance provided under  
26 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed  
27 without a minimum of thirty (30) days advance, written notice given to COUNTY.

28 In the event CONTRACTOR fails to keep in effect at all times insurance coverage



as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

## **12. REPORTS**

CONTRACTOR shall submit to COUNTY' s DSS such statements, records, reports, data, and other information as the COUNTY may request pertaining to matters covered by this Agreement. In addition, the CONTRACTOR shall provide written notification and explanation to the COUNTY within fifteen (15) days of any funds received from another source to conduct the same services covered by this Agreement.

## **13. PERSONNEL DISCLOSURE**

CONTRACTOR shall make available to COUNTY's DSS a current list of all personnel providing services hereunder. Changes to this list will be immediately provided to COUNTY in writing. The list shall provide the following information:

A. All full or part-time staff positions by title whose direct services are required to provide the programs described herein;

B. A brief description of the functions of each such position and hours each person in such position works each week or, for part-time positions, each day or month, as appropriate;

C. The education and experience levels required for each position; and

D. The names of persons filling the identified positions.

## **14. LICENSES**

CONTRACTOR warrants that it possesses all licenses and/or certificates required by local, State of California and/or Federal laws and regulations for the conduct of its business and shall operate its business in accordance with all applicable laws and regulations. CONTRACTOR further warrants that all of its personnel performing services under this Agreement shall be licensed and/or certified where required to lawfully perform their duties and shall maintain such

1 licensure and/or certification through each term of this Agreement. CONTRACTOR shall maintain  
2 copies of all licenses and/or certifications noted above and shall allow COUNTY's DSS to review  
3 these documents upon request.

4 **15. SUBCONTRACTS**

5 CONTRACTOR shall obtain written approval from COUNTY or COUNTY's DSS  
6 Director, or designee before subcontracting any of the services delivered under this Agreement.  
7 Any transferee, assignee or subcontractor will be subject to all applicable provisions of this  
8 Agreement, and all applicable State and Federal regulations. CONTRACTOR shall be held  
9 primarily responsible by COUNTY for the performance of any transferee, assignee or  
10 subcontractor unless otherwise expressly agreed to in writing by COUNTY. The use of  
11 subcontractors by CONTRACTOR shall not entitle CONTRACTOR to any additional  
12 compensation than is provided for under this Agreement.

13 **16. CONFLICT OF INTEREST**

14 No officer, agent, or employee of the COUNTY who exercises any function or  
15 responsibility for planning and carrying out the services provided under this Agreement shall have  
16 any direct or indirect personal/financial interest in this Agreement. In addition, no employee of the  
17 COUNTY shall be employed by CONTRACTOR to fulfill any contractual obligations with  
18 COUNTY. The CONTRACTOR shall also comply with all Federal, State of California, and local  
19 conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and  
20 beneficiaries under this Agreement and any officer, agent, or employee of the COUNTY.

21 **17. NON-DISCRIMINATION**

22 CONTRACTOR hereby agrees that in the performance of this Agreement, it will  
23 comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the  
24 Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food  
25 Stamp Act of 1977, as amended and in particular Section 272.6; Title II of the Americans with  
26 Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California  
27 Government Code Section 11135-11139.5, as amended; the Fair Labor Standards Act; California  
28 Government Code Section 4450; Title 22, California Code of Regulations Section 98000 - 98413;;

1 the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8);  
2 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable  
3 federal and state laws, as well as their implementing regulations [including, but not limited to, 45  
4 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by  
5 ensuring that employment practices and the administration of public assistance and social  
6 services programs are nondiscriminatory, to the effect that no person shall because of ethnic  
7 group identification, age, sex, gender, gender identity, gender expression, sexual orientation,  
8 color, physical disability, mental disability, medical condition, national origin, race, ancestry, marital  
9 status, religion, or religious creed be excluded from participation in or be denied the benefits of, or  
10 be otherwise subject to discrimination under any program or activity receiving federal or state  
11 financial assistance. CONTRACTOR agrees that it will immediately take any measures necessary  
12 to effectuate the terms of this Non-Discrimination provision.

13 CONTRACTOR gives the above agreement in consideration of and for the purpose  
14 of obtaining any and all federal and state assistance. CONTRACTOR hereby agrees that  
15 administrative methods/procedures which have the effect of subjecting individuals to  
16 discrimination or defeating the objectives of the California Department of Social Services (CDSS)  
17 Manual of Policies and Procedures (MPP) Chapter 21 will be prohibited.

18 CONTRACTOR agrees to compile data, maintain records and submit reports as  
19 required, to permit effective enforcement of the aforementioned laws, rules and regulations and  
20 permit authorized COUNTY, CDSS and/or federal government personnel, during normal working  
21 hours, to review such records, books and accounts as needed to ascertain compliance. If there  
22 are any violations of this Non-Discrimination Section, CDSS shall have the right to invoke fiscal  
23 sanctions or other legal remedies in accordance with Welfare and Institutions Code Section  
24 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be  
25 referred to the appropriate federal agency for further compliance action and enforcement of this  
26 Section. Furthermore, if an allegation of discrimination occurs, COUNTY may withhold all further  
27 funds, until CONTRACTOR can show clear and convincing evidence to the satisfaction of  
28 COUNTY that funds provided under this Agreement were not used in connection with the alleged

1 discrimination.

2           A.     Employment Opportunity-CONTRACTOR shall comply with the COUNTY  
3 policy and the Equal Employment Opportunity Commission guidelines, which forbid discrimination  
4 against any person on the grounds of ethnic group identification, age, sex, gender, gender identity,  
5 gender expression, sexual orientation, color, physical disability, mental disability, medical  
6 condition, national origin, race, ancestry, marital status, religion, or religious creed in employment  
7 practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination,  
8 upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities and  
9 other terms and conditions of employment.

10           B.     Nepotism -Except by consent of the COUNTY'S DSS Director, or designee,  
11 no person shall be employed by CONTRACTOR who is related by blood or marriage to, or who is  
12 a member of the Board of Directors or an officer of CONTRACTOR.

13           C.     The requirements stated above are binding on CONTRACTOR directly or  
14 through contract, license, or other provider services, as long as it receives federal or state  
15 assistance.

16           **18.     CONFIDENTIALITY**

17           All services performed by CONTRACTOR(S) under this Agreement shall be in strict  
18 conformance with all applicable Federal, State of California and/or local laws and regulations  
19 relating to confidentiality.

20           **19.     DATA SECURITY**

21           For the purpose of preventing the potential loss, misappropriation or inadvertent  
22 disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY  
23 resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a  
24 contractual relationship with the COUNTY for the purpose of providing services under this  
25 Agreement must employ adequate data security measures to protect the confidential information  
26 provided to the CONTRACTOR by the COUNTY, including but not limited to the following:

27           A.     Contractor-Owned Mobile/Wireless/Handheld Devices may not be connected  
28 to COUNTY networks via personally owned mobile, wireless or handheld devices, except when

1 authorized by COUNTY for telecommuting and then only if virus protection software currency  
2 agreements are in place, and if a secure connection is used.

3 B. Contractor-Owned Computers or Computer Peripherals may not brought into  
4 the COUNTY for use without prior authorization from the COUNTY's Chief Information Officer  
5 and/or designee(s), including and not limited to mobile storage devices. Data must be stored on a  
6 secure server approved by the COUNTY and transferred by means of a VPN (Virtual Private  
7 Network) connection, or another type of secure connection of this type if any data is approved to  
8 be transferred.

9 C. County-Owned Computer Equipment - CONTRACTOR or anyone having an  
10 employment relationship with the COUNTY may not use COUNTY computers or computer  
11 peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief  
12 Information Officer and/or designee(s).

13 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive  
14 data on any hard-disk drive.

15 E. CONTRACTOR is responsible to employ strict controls to insure the integrity  
16 and security of the COUNTY's confidential information and to prevent unauthorized access to data  
17 maintained in computer files, program documentation, data processing systems, data files and  
18 data processing equipment which stores or processes COUNTY data internally and externally.

19 F. Confidential client information transmitted to one party by the other by means  
20 of electronic transmissions must be encrypted according to Advanced Encryption Standards  
21 (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

22 G. CONTRACTOR is responsible to immediately notify COUNTY of any  
23 breaches or potential breaches of security related to COUNTY's confidential information, data  
24 maintained in computer files, program documentation, data processing systems, data files and  
25 data processing equipment which stores or processes COUNTY data internally or externally.

26 H. In the event of a breach of security related to COUNTY's confidential client  
27 information provided to CONTRACTOR, COUNTY will manage the response to the incident,  
28 however, CONTRACTOR will be responsible to issue any notification to affected individuals as

required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be responsible for all costs incurred as a result of providing the required notification.

**20. CLEAN AIR AND WATER**

In the event the funding under this Agreement exceeds One Hundred Thousand and No/100 Dollars (\$100,000.00), CONTRACTOR shall comply with all applicable standards, orders or requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 et seq; the Clean Water Act contained in 33 U.S. Code 1368 et seq.; and any standards, laws and regulations, promulgated thereunder. Under these laws and regulations, CONTRACTOR shall assure:

A No facility shall be utilized in the performance of the Agreement that has been listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

B. COUNTY shall be notified prior to execution of this Agreement of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be utilized in the performance of this Agreement is under consideration to be listed on the EPA list of Violating Facilities;

C. COUNTY and U.S. EPA shall be notified about any known violation of the above laws and regulations; and

D. This assurance shall be included in every nonexempt subgrant, contract, or subcontract.

**21. DRUG-FREE WORKPLACE REQUIREMENTS**

For purposes of this Paragraph, CONTRACTOR will be referred to as the "grantee." By drawing funds against this grant award, the grantee is providing the certification that is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by grantees that they will maintain a drug-free workplace. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. CONTRACTOR shall also comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 et seq.).

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1           **22.    CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
2           **AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

3           A.     COUNTY and CONTRACTOR recognize that Federal assistance funds will  
4 be used under the terms of this Agreement. For purposes of this Paragraph, CONTRACTOR will  
5 be referred to as the "prospective recipient".

6           B.     This certification is required by the regulation implementing Executive Order  
7 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participant's responsibilities.  
8 The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-  
9 19211).

10                   1) The prospective recipient of Federal assistance funds certifies by entering  
11 into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed  
12 for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by  
13 any Federal department or agency.

14                   2) The prospective recipient of funds agrees by entering into this Agreement,  
15 that it shall not knowingly enter into any lower tier covered transaction with a person who is  
16 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered  
17 transaction, unless unauthorized by the Federal department or agency with which this transaction  
18 originated.

19                   3) Where the prospective recipient of Federal assistance funds is unable to  
20 certify to any of the statements in this certification, such prospective participant shall attach an  
21 explanation to this Agreement.

22                   4) The prospective recipient shall provide immediate written notice to  
23 COUNTY if at any time prospective recipient learns that its certification as set forth in this  
24 Paragraph Twenty-Two (22) of this Agreement was erroneous when submitted or has become  
25 erroneous by reason of changed circumstances.

26                   5) The prospective recipient further agrees that by entering into this  
27 Agreement, it will include a clause identical to this Paragraph Twenty-Two (22) of this Agreement  
28 and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-



Lower Tier Covered Transactions," in all lower tier covered transactions and in all solicitations for lower tier covered transaction.

6) This assurance shall be included in every nonexempt subgrant, contract, or subcontract.

7) The certification in this Paragraph Twenty-Two (22) of this Agreement is a material representation of fact upon which COUNTY relied in entering into this Agreement.

**23. ACKNOWLEDGEMENT**

CONTRACTOR shall acknowledge in all public relations activities, materials and publications that COUNTY is the funding source for services to be provided through this Agreement.

**24. POLITICAL ACTIVITY**

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office.

**25. LOBBYING ACTIVITY**

None of the funds provided under this Agreement shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in the Congress of the United States of America or the Legislature of the State of California.

**26. STATE ENERGY CONSERVATION**

CONTRACTOR must comply with the mandatory standard and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with 42 United States (US) Code sections 6321, et. seq.

**27. FRATERNIZATION**

CONTRACTOR shall not permit fraternization between its staff/employees/subcontractors and its clients.

**28. INTERPRETATION OF LAWS AND REGULATIONS**

COUNTY reserves the right to make final interpretations or clarifications on issues relating to Federal, State and local laws and regulations, to ensure compliance.

1           **29.     COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

2           COUNTY, its officers, consultants, subcontractors, agents and employees shall  
3 comply with all applicable State, Federal and local laws and regulations governing projects that  
4 utilize Federal Funds.

5           **30.     RECORDS**

6           A.     Record Establishment and Maintenance

7           CONTRACTOR shall establish and maintain records in accordance with  
8 those requirements prescribed by COUNTY, with respect to all matters covered by this  
9 Agreement. CONTRACTOR shall retain all fiscal books, account records and client files for  
10 services performed under this Agreement for at least three (3) years from date of final payment  
11 under this Agreement or until all State and Federal audits are completed for that fiscal year,  
12 whichever is later.

13          B.     Cost Documentation

14               1)     CONTRACTOR shall submit to COUNTY within ten (10) calendar  
15 days following the end of each month, all fiscal and program reports for that month.  
16 CONTRACTOR shall also furnish to COUNTY such statements, records, data and information as  
17 COUNTY may request pertaining to matters covered by this Agreement. In the event that  
18 CONTRACTOR fails to provide reports as provided herein, it shall be deemed sufficient cause for  
19 COUNTY to withhold payments until compliance is established.

20               2)     COUNTY's DSS shall notify CONTRACTOR in writing within thirty  
21 (30) days of any potential State or Federal audit exception discovered during an examination.  
22 Where findings indicate that program requirements are not being met and State or Federal  
23 participation in this program may be imperiled in the event that corrections are not accomplished  
24 by CONTRACTOR within thirty (30) days of receipt of such notice from COUNTY, written  
25 notification thereof shall constitute COUNTY's intent to terminate this Agreement.

26          C.     Use of Data

27           CONTRACTOR shall grant to COUNTY and the United States Department  
28 Health and Human Services the royalty-free, nonexclusive and irrevocable license throughout the

1 world to publish, translate, reproduce, deliver, perform, dispose of, duplicate, use, disclose in any  
2 manner and for any purpose whatsoever and to authorize others to do so, all subject data now or  
3 hereafter covered by copyright. However, with respect to subject data not originated in the  
4 performance of this Agreement, such license shall be only to the extent that CONTRACTOR has  
5 the right to grant such license without becoming liable to pay any compensation to others because  
6 of such grant. CONTRACTOR shall exert all reasonable effort to advise COUNTY at time of  
7 delivery of subject data furnished under this Agreement, of all possible invasions of the right of  
8 privacy therein contained, and of all portions of such subject data copied from work not composed  
9 or produced in the performance of this Agreement and not licensed under this provision.

10               As used in this clause, the term "Subject Data" means writing, sound  
11 recordings, pictorial reproductions, drawings, designs or graphic representations, procedural  
12 manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data  
13 processing of computer programs, and works of any similar nature (whether or not copyrighted or  
14 copyrightable) which are first produced or developed under this Agreement. The term does not  
15 include financial reports, cost analyses and similar information incidental to contract  
16 administration.

17               CONTRACTOR shall report to COUNTY promptly and in written detail, each  
18 notice of claim of copyright infringement received by CONTRACTOR with respect to all subject  
19 data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon  
20 any data. If markings are affixed, COUNTY shall have the right at any time to modify, remove,  
21 obliterate or ignore such markings.

22               COUNTY shall have access to any report, preliminary findings or data  
23 assembled by CONTRACTOR under this Agreement. In addition, CONTRACTOR must receive  
24 written permission from COUNTY prior to publication of any materials developed under this  
25 Agreement and file with COUNTY a copy of all educational and training materials, curricula,  
26 audio/visual aids, printed material and periodicals, assembled pursuant to this Agreement prior to  
27 publication.

28 ///

1           **31.     SINGLE AUDIT CLAUSE**

2           As a sub recipient of Federal financial assistance, CONTRACTOR agrees to provide  
3 copies of their audit reports, performed in accordance with the requirements of the Single Audit  
4 Act of 1984 (31 USC section 7502) and subject to the terms of Office of Management and Budget  
5 (OMB) Circulars (A-110, A-122 and A-133), to COUNTY. Such audits shall be delivered to  
6 COUNTY's DSS, for review not later than nine (9) months after the close of CONTRACTOR's  
7 fiscal year in which the funds supplied through this Agreement are expended and/or received for  
8 this program. The audits must include a statement of findings or a statement that there were no  
9 findings. If there were negative findings, CONTRACTOR must include a corrective action plan  
10 signed by an authorized individual. Failure to comply with this Act may result in COUNTY  
11 performing the necessary audit tasks, or, at COUNTY's option, contracting with a qualified  
12 accountant to perform this audit. All audit costs related to this Agreement are the sole  
13 responsibility of CONTRACTOR who agrees to take corrective actions to eliminate any material  
14 noncompliance or weakness found as a result of such audits. Audit work performed by COUNTY  
15 under this paragraph shall be billed at COUNTY cost as determined by COUNTY's Auditor-  
16 Controller/Treasurer-Tax Collector.

17           **32.     TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

18           To the extent necessary to prevent disallowance of reimbursement under section  
19 1861(v)(I)(I) of the Social Security Act (42 U.S.C. § 1395x(v)(I)[I]), until the expiration of four (4)  
20 years after the furnishing of services under this Agreement, CONTRACTOR shall make available,  
21 upon written request to the Secretary of the United States Department of Health and Human  
22 Services, or upon request to the Comptroller General of the United States General Accounting  
23 Office, or any of their duly authorized representatives, a copy of this Agreement and such books,  
24 documents and records as are necessary to certify the nature and extent of the costs of these  
25 services provided by CONTRACTOR under this Agreement. CONTRACTOR further agrees that  
26 in the event CONTRACTOR carries out any of its duties under this Agreement through a  
27 subcontract, with a value or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over  
28 a twelve (12)-month period, with a related organization, such Agreement shall contain a clause to

1 the effect that until the expiration of four ( 4) years after the furnishing of such services pursuant to  
2 such subcontract, the related organizations shall make available, upon written request to the  
3 Secretary of the United States Department of Health and Human Services, or upon request to the  
4 Comptroller General of the United States General Accounting Office, or any of their duly  
5 authorized representatives, a copy of such subcontract and such books, documents and records  
6 of such organization as are necessary to verify the nature and extent of such costs.

7 **33. CHARITABLE CHOICE**

8 CONTRACTOR may not discriminate in its program delivery against a client or  
9 potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a  
10 refusal to actively participate in a religious practice. Any specifically religious activity or service  
11 made available to individuals by the CONTRACTOR must be voluntary as well as separate in time  
12 and location from County funded activities and services. CONTRACTOR shall inform COUNTY as  
13 to whether it is faith-based. If CONTRACTOR identifies as faith-based it must submit to DSS a  
14 copy of its policy on referring individuals to an alternate treatment provider, and include a copy of  
15 this policy in its client admission forms. The policy must inform individuals that they may be  
16 referred to an alternative provider if they object to the religious nature of the program, and include  
17 a notice to DSS. Adherence to this policy will be monitored during annual site reviews, and a  
18 review of client files. If CONTRACTOR identifies as faith-based, by July 1 of each year  
19 CONTRACTOR will be required to report to DSS the number of individuals who requested  
20 referrals to alternate providers based on religious objection.

21 **34. PROHIBITION ON PUBLICITY**

22 None of the funds, materials, property or services provided directly or indirectly  
23 under this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e.,  
24 purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.  
25 Notwithstanding the above, publicity of the services described in Paragraph One (1) of this  
26 Agreement shall be allowed as necessary to raise public awareness about the availability of such  
27 specific services when approved in advance by the DSS Director or designee for such items as  
28 written/printed materials, the use of media (i.e., radio, television, newspapers) and any other

related expense(s).

**35. COMPLIANCE WITH STATE REQUIREMENTS**

CONTRACTOR recognizes that the State of California partially funds services provided under the terms and condition of this Agreement and as such, the State imposes certain requirements on the COUNTY and its subcontractors. CONTRACTOR shall adhere to all State requirements, by this reference incorporated herein.

**36. COMPLIANCE WITH FEDERAL REQUIREMENTS**

CONTRACTOR recognizes that COUNTY recognizes Federal funds partially fund services provided under the terms and condition of this Agreement and as such, the Federal government imposes certain requirements on the COUNTY and its subcontractors. CONTRACTOR shall adhere to all Federal requirements, by this reference incorporated herein.

**37. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this Agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and by this reference incorporated herein, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

**38. AUDITS AND INSPECTIONS**

CONTRACTOR shall at any time during business hours, and as often as COUNTY may deem necessary, make available to COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit COUNTY to audit and inspect all such records and data necessary to ensure

CONTRACTOR's compliance with the terms of this Agreement.

If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (Government Code section 8546.7).

Notwithstanding the term provisions stated in Paragraph Three (3) of this Agreement, it is acknowledged by the parties hereto that this Agreement shall continue in full force and effect until all audit procedures and requirements as stated in this Agreement have been completed to the review and satisfaction of the COUNTY. CONTRACTOR shall bear all costs in connection with or resulting from any audit and/or inspections including but not limited to: actual costs incurred and the payment of any expenditures disallowed by either the COUNTY, State or Federal governmental entities, including any assessed interest and penalties.

**39. NOTICES**

The persons having authority to give and receive notices under this Agreement and their addresses include the following:

COUNTY

Director, Department of  
Social Services  
PO BOX 1912  
Fresno, CA 93718-1912

CONTRACTOR

Executive Director  
Housing Authority of the City of Fresno  
P.O. BOX 11985  
Fresno, CA 93721

**40. CHANGE OF LEADERSHIP/MANAGEMENT**

Any and all notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

In the event of any change in the status of CONTRACTOR'S leadership or management, CONTRACTOR shall provide written notice to COUNTY within thirty (30) days from the date of change. Such notification shall include any new leader or manager's name, address and qualifications. "Leadership or management" shall include any employee, member, or owner of CONTRACTOR who either a) directs individuals providing services pursuant to this Agreement, b)



1 exercises control over the manner in which services are provided, or c) has authority over  
2 CONTRACTOR's finances.

3 **41. GOVERNING LAW**

4 The parties agree that for the purposes of venue, performance under this  
5 Agreement is to be in Fresno County, California. The rights and obligations of the parties and all  
6 interpretation and performance of this Agreement shall be governed in all respects by the laws of  
7 the State of California.

8 **42. ENTIRE AGREEMENT**

9 This Agreement, including all exhibits, constitutes the entire Agreement between  
10 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all  
11 previous agreement negotiations, proposals, commitments, writings, advertisements, publications,  
12 and understanding of any nature whatsoever unless expressly included in this Agreement.

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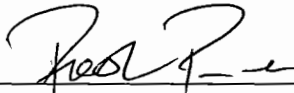
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day  
2 and year first hereinabove written.

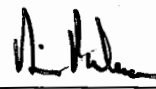
3 **HOUSING AUTHORITY OF THE CITY OF**  
4 **FRESNO**

**COUNTY OF FRESNO**

5 By: 

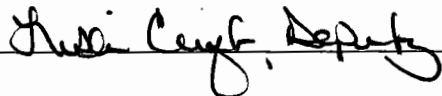
6 Print Name: Preston Prince

7 Title: CEO/Executive Director

8 By: 

9 Chairman, Board of Supervisors

10 **BERNICE E. SEIDEL, Clerk**  
11 Board of Supervisors

12 By: 

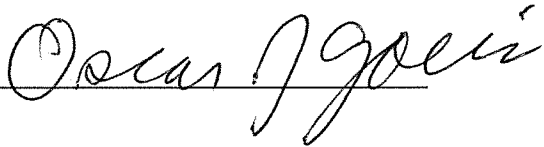
13  
14  
15  
16  
17 **PLEASE SEE ADDITIONAL**  
18 **SIGNATURES PAGE ATTACHED**  
19

20  
21 Mailing Address:  
22 P.O. Box 11985  
23 Fresno, CA 93776-1985  
24 Phone No.: (559) 443-8400  
25 Contact: Executive Director  
26  
27  
28

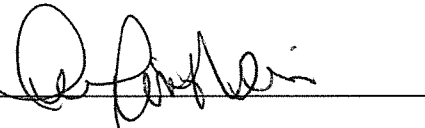
1 APPROVED AS TO LEGAL FORM:  
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3  
4 By 

5 APPROVED AS TO ACCOUNTING FORM:  
6 OSCAR J. GARCIA, C.P.A., AUDITOR – CONTROLLER/  
7 TREASURER – TAX COLLECTOR

8 By 

10 REVIEWED AND RECOMMENDED  
11 FOR APPROVAL

12 By 

14 Delfino E. Neira, Director  
15 Department of Social Services

17 Fund/Subclass: 0001/10000  
18 Organization: 56107001  
19 Account/Program: 7870/0

## **SUMMARY OF SERVICES**

ORGANIZATION: Housing Authority of the City of Fresno

PROGRAM: Plaza Terrace (El Puente)

ADDRESS: 1331 Fulton Mall, Fresno, CA 93721

SERVICE ADDRESS: 4041 Plaza Drive, Fresno, CA 93702

Contact(s): Preston Prince, Executive Director  
Shaneece Childress, District Manager

CONTRACT PERIOD: October 1, 2017 – September 30, 2020  
October 1, 2020 – September 30, 2021  
October 1, 2021 – September 30, 2022

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### **A. CONTRACTOR's RESPONSIBILITIES**

CONTRACTOR shall:

1. Make available thirty-two (32) dwelling units at a location mutually agreed upon between CONTRACTOR and COUNTY's DSS, for the provision of temporary housing and related services for families referred by DSS. Of the thirty-two (32) dwelling units, CONTRACTOR shall make available: twenty-nine (29) units for use as dwelling units for the exclusive use of families placed by DSS, one (1) unit for use as an office for DSS staff and the office assistant provided by the CONTRACTOR, one (1) unit as a community group room, and one (1) unit for the purpose of storage. The twenty-nine (29) dwelling units used for temporary housing shall be furnished.
2. Provide temporary shelter on a twenty-four (24) hour basis to families in need of temporary housing who are placed by DSS.
3. Provide an office assistant on-site for an average of forty (40) hours per week to support the day to day operations of the facility and work with the DSS staff located on-site to assist residents with their housing and ancillary needs.
4. Provide maintenance services for an average of forty (40) hours per week, and

emergency maintenance service outside of normal working hours.

5. Provide a laundry facility to all residents of the apartment complex at no charge to the residents.
6. Provide each resident unit with one (1) stove, one (1) refrigerator, four (4) twin beds with appropriate mattresses, one (1) dining table in the kitchen area with four (4) chairs and a minimum of one (1) couch in the living room.  
CONTRACTOR shall replace stoves, refrigerators, beds, tables and chairs on an as needed basis. CONTRACTOR shall report to DSS twice annually the inventory and installed replacements of these items.
7. Replace all couches and mattresses no less than every two years, or as needed. CONTRACTOR shall report to DSS twice annually a replacement schedule for all couches and mattresses.
8. Provide one (1) pot, one (1) frying pan, four (4) dinner plates, four (4) sets of twin sheets, four (4) towels and two (2) wash clothes for each unit that requests the items or as requested by the DSS staff on behalf of the resident. CONTRACTOR shall request all items be returned by the resident prior to their departure.
9. Provide security service twenty four (24) hours a day seven (7) days a week as defined by: security personnel on the premises 9p.m. to 4 a.m. and conduct five (5) walk through perimeter checks throughout the day as mutually agreed upon by CONTRACTOR and COUNTY's DSS Director or Designee. Changes to security may be made by mutual agreement of CONTRACTOR and COUNTY's DSS Director or Designee.
10. Attend DSS trainings, as mutually agreed upon with DSS.
11. Provide information to DSS on apartment availability and prorate charges based on availability.
12. Coordinate monthly unit checks with DSS staff to address pest control issues or identify items that need to be fumigated.

**B. COUNTY's RESPONSIBILITIES**

COUNTY shall:

1. Establish admittance criteria.

2. Refer and admit clients to the facility.
3. Perform weekly, bi-weekly or monthly housekeeping inspections, depending on the need, and educate residents in maintaining their unit in a clean and sanitary manner.
4. Assign County DSS staff to the project as necessary.
5. Make unannounced inspections to determine CONTRACTOR's performance.
6. Collect a deposit of One Hundred and No/100 Dollars (\$100.00) from all tenants it refers to CONTRACTOR that is housed.
7. Pay to CONTRACTOR all or a portion of the deposit required to cover the cost of damages beyond normal wear and tear or the cost of any unreturned items provided by CONTRACTOR. Examples of such costs include the replacement of keys or locks, replacement of windows or window screens.
8. Should a unit incur "excessive damage" that exceeds the cost of \$100.00, CONTRACTOR will be paid all of the tenant's deposit. CONTRACTOR may further invoice the COUNTY for reimbursement of any remaining cost. COUNTY and CONTRACTOR will mutually agree upon what will be acceptable as "excessive damage."

**BUDGET****Housing Authority of the City of Fresno - Plaza Terrace (El Puente)**

|                              | <b>17/18</b>  | <b>18/19*</b> | <b>19/20*</b> | <b>20/21*</b> | <b>21/22*</b> | <b>Total</b>    |
|------------------------------|---------------|---------------|---------------|---------------|---------------|-----------------|
| Total Annual Cost (32 units) | \$ 421,946.00 | \$ 434,468.00 | \$ 447,367.00 | \$ 460,652.00 | \$ 474,335.00 | \$ 2,238,768.00 |
| Total Monthly Unit Rate      | \$ 1,098.82   | \$ 1,131.43   | \$ 1,165.02   | \$ 1,199.61   | \$ 1,235.25   |                 |
|                              |               |               |               |               |               |                 |
| Cost for Excessive Damage    | \$ 5,000.00   | \$ 5,000.00   | \$ 5,000.00   | \$ 5,000.00   | \$ 5,000.00   | \$ 25,000.00    |
| Maximum Compensation         | \$ 426,946.00 | \$ 439,468.00 | \$ 452,367.00 | \$ 465,652.00 | \$ 479,335.00 | \$ 2,263,768.00 |

For 17/18 (Oct 1-Sept 30): COUNTY will be invoiced based on the indicated monthly unit rate of \$1,098.82

\*For Subsequent 12-month periods: A maximum 3% monthly unit rate increase is indicated above. The actual increase may be lower. CONTRACTOR will provide justification of actual increased costs annually at least sixty (60) days prior to the end of each twelve month period to support the increase in monthly unit rate. Should the monthly unit rate be lower than indicated above, the DSS Director, or designee shall approve such rate and this rate change shall become part of this Agreement. Annual increases shall not be more than 3% of the previous twelve month period approved unit rate. Costs associated with annual increases shall include: payroll, administrative expenses, utilities, maintenance and operations, taxes and insurance.

Excessive Damage - Costs will be invoiced based on actual damages as identified by CONTRACTOR, and agreed upon by the DSS Director or designee. Documentation of such costs will be provided with invoicing.



## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

|                                                                                                                         |  |              |  |
|-------------------------------------------------------------------------------------------------------------------------|--|--------------|--|
| <b>(1) Company Board Member Information:</b>                                                                            |  |              |  |
| <b>Name:</b>                                                                                                            |  | <b>Date:</b> |  |
| <b>Job Title:</b>                                                                                                       |  |              |  |
| <b>(2) Company/Agency Name and Address:</b>                                                                             |  |              |  |
|                                                                                                                         |  |              |  |
| <b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>                  |  |              |  |
|                                                                                                                         |  |              |  |
| <b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b> |  |              |  |
|                                                                                                                         |  |              |  |
| <b>(5) Authorized Signature</b>                                                                                         |  |              |  |
| <b>Signature:</b>                                                                                                       |  | <b>Date:</b> |  |