

1 **AGREEMENT**

2 THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of September, 2020, by and  
3 between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to  
4 as "COUNTY", and Centro La Familia, a California non-profit corporation, whose address is 302 Fresno,  
5 Suite 102, Fresno, CA 93706, hereinafter referred to as "CONTRACTOR".

6 **WITNESSETH:**

7 WHEREAS, COUNTY is in need of a housing retention program as needed and has received funding  
8 from the Coronavirus Aid, Relief, and Economic Security (CARES) Act;

9 WHEREAS, CONTRACTOR is implementing a comprehensive plan to launch and administer a housing  
10 retention program, which may utilize CARES Act funding; and

11 WHEREAS, COUNTY desires to utilize CONTRACTOR'S comprehensive plan to launch and  
12 administer a housing retention program in areas of the COUNTY with the greatest need as part of CARES  
13 Act funding received by the COUNTY, and CONTRACTOR desires to provide these services.

14 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained,  
15 the parties hereto agree as follows:

16 1. **OBLIGATIONS OF THE CONTRACTOR:** CONTRACTOR will perform outreach, and administer  
17 the housing retention application process to include recommendations to the County for funding  
18 allocations within the County of Fresno, all as set forth in Attachment A–Scope of Work, attached hereto  
19 and incorporated herein by this reference. The COUNTY shall make available no more than \$500,000 in  
20 COUNTY CARES Act funding to this housing retention program, which shall be distributed to approved and  
21 selected individuals residing within the unincorporated areas of Fresno County, excluding areas within the  
22 Cities of Fresno and Clovis but including County islands within those cities. The CONTRACTOR shall  
23 determine distribution of funds amongst these areas based on population need. Distributions shall be  
24 determined by the CONTRACTOR and made by the COUNTY to individuals that have complied with the  
25 necessary application criteria and approved by the CONTRACTOR for funding as follows: a maximum of  
26 \$1,500 per individual or \$3,000 per household. CONTRACTOR shall submit documentation in  
27 accordance with CARES Act funding requirements prior to COUNTY's issuance of funds to the funding  
28

1 recipients.

2 A. Application Process, Review, and Selection

3 CONTRACTOR shall:

- 4 1) Accept applications as provided in Exhibit A – Housing Retention Application;
- 5 2) Complete review of application and required documentation;
- 6 3) Note impacted supervisorial district of each selected application;
- 7 4) Select and notify qualified funding recipients that meet the criteria of the application; and
- 8 5) Provide the Auditor-Controller/Treasurer-Tax Collector of the COUNTY the applications of  
9 selected recipients, and all required documentation either through email, or access to the  
10 CONTRACTOR's tracking system in order for the COUNTY to disburse funds to the funding  
11 recipients and maintain records as required by the CARES Act.

12 2. OBLIGATIONS OF THE COUNTY

13 A. Application and Process Development and Issuance of Payments

- 14 1) COUNTY shall review and approve of CONTRACTOR's application and application process.
- 15 2) COUNTY shall verify the Supervisorial District of each submitted and accepted application.
- 16 3) COUNTY shall ensure completion of proper documentation required for receipt of CARES Act  
17 funds.
- 18 4) COUNTY shall issue payments to funding recipients after all required documentation has been  
19 received and verified as complete.

20 3. TERM

21 The term of this Agreement shall be for a period of four (4) months, commencing September 1, 2020  
22 ("Effective Date"), through and including December 30, 2020.

23 4. TERMINATION

24 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder,  
25 are contingent on the approval of funds, by the appropriating government agency. Should sufficient  
26 funds not be allocated, the services provided may be modified, or this Agreement terminated, at any  
27 time by giving the CONTRACTOR thirty (30) days advance written notice.

28 B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole

1 or in part, where in the determination of the COUNTY there is:

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

6 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach  
7 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such  
8 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.

9 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any  
10 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were  
11 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund  
12 any such funds upon demand.

13 C. Without Cause - Under circumstances other than those set forth above, this Agreement may be  
14 terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to  
15 terminate to CONTRACTOR.

16 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees  
17 to receive as compensation hereunder reimbursement for costs it incurs for administrative services  
18 satisfactorily performed under this Agreement. Payment shall be made by COUNTY to CONTRACTOR  
19 upon certification or other proof satisfactory to COUNTY that services have been performed by  
20 CONTRACTOR as specified in this Agreement. In no event shall services performed under this Agreement  
21 by CONTRACTOR be in excess of Fifty Thousand and No/100 Dollars (\$50,000) during the term of this  
22 Agreement. It is understood that all expenses incidental to CONTRACTOR's performance of services  
23 under this Agreement shall be borne by CONTRACTOR.

24 CONTRACTOR on a monthly basis, shall submit a detailed invoice on CONTRACTOR letterhead, to  
25 include the following information: dates and hours of services provided, salaries of staff providing services,  
26 and related costs of staff providing services. CONTRACTOR shall submit monthly invoices to the County  
27 of Fresno, County Administrative Office located at 2281 Tulare, Room 304, Fresno, CA 93721 or  
28 electronically to e-mail address sbuck@fresnocountyca.gov. Payments by COUNTY shall be in arrears for

1 services provided during the preceding month, within forty-five (45) days from date of receipt, verification  
2 and approval of CONTRACTOR's invoice and supporting documentation by COUNTY. If CONTRACTOR  
3 should fail to comply with any provision of the Agreement, COUNTY shall be relieved of its obligations for  
4 further compensation.

5 6. FUNDING: The parties understand that funding for this Agreement is provided by the Coronavirus Aid,  
6 Relief, and Economic Security (CARES) Act Funding (Pub. L. No. 116-136).

7 7. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by  
8 CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including  
9 any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and  
10 performing as an independent contractor, and shall act in an independent capacity and not as an officer,  
11 agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY  
12 shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall  
13 perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as  
14 to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions  
15 thereof.

16 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and  
17 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

25 8. MODIFICATION: Any matters of this Agreement may be modified from time to time by the written  
26 consent of all the parties without, in any way, affecting the remainder.

27 9. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor their  
28 rights or duties under this Agreement without the prior written consent of the other party.

1 10. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S  
2 request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses  
3 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to  
4 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents,  
5 or employees under this Agreement, and from any and all costs and expenses (including attorney's fees  
6 and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation  
7 who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its  
8 officers, agents, or employees under this Agreement.

9 11. INSURANCE

10 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties,  
11 CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies  
12 or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint  
13 Powers Agreement (JPA) throughout the term of the Agreement:

14 A. Commercial General Liability

15 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
16 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
17 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
18 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
19 liability or any other liability insurance deemed necessary because of the nature of this contract.

20 B. Automobile Liability

21 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
22 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
23 used in connection with this Agreement.

24 C. Professional Liability

25 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
26 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
27 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

1 D. Worker's Compensation

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

3 E. Molestation

4 Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars  
5 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be  
6 issued on a per occurrence basis.

7 Additional Requirements Relating to Insurance

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

15 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and employees  
16 any amounts paid by the policy of worker's compensation insurance required by this Agreement.

17 CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be necessary to  
18 accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under this paragraph is  
19 effective whether or not CONTRACTOR obtains such an endorsement.

20 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
21 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
22 foregoing policies, as required herein, to the County of Fresno, Samantha Buck, Fresno County  
23 Administrative Office, 2281 Tulare, Room 304, Fresno, CA 93721, stating that such insurance coverage  
24 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will  
25 not be responsible for any premiums on the policies; that for such worker's compensation insurance the  
26 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any  
27 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such  
28 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,

1 individually and collectively, as additional insured, but only insofar as the operations under this Agreement  
2 are concerned; that such coverage for additional insured shall apply as primary insurance and any other  
3 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess  
4 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this  
5 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice  
6 given to COUNTY.

7 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided,  
8 the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon  
9 the occurrence of such event.

10 All policies shall be issued by admitted insurers licensed to do business in the State of California, and  
11 such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC  
12 VII or better.

13 12. REPORTS, AUDITS, AND INSPECTIONS: The CONTRACTOR shall be solely responsible for  
14 complying with reporting and audits in compliance with the CARES Act guidelines. The CONTRACTOR  
15 shall at any time during business hours, and as often as the COUNTY may deem necessary, make  
16 available and give the COUNTY access to CONTRACTOR'S Program files for examination of all of its  
17 records, data, and computer or other electronic records with respect to the matters covered by this  
18 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and  
19 inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of  
20 this Agreement.

21 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the  
22 examination and audit of the Auditor General for a period of three (3) years after final payment under  
23 contract (Government Code Section 8546.7).

24 13. SINGLE AUDIT CLAUSE:

25 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in  
26 Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit in  
27 accordance with the requirements of the Single Audit Standards as set forth in Office of Management  
28 and Budget (OMB) Title 2 of the code of Federal Regulations Part 200. CONTRACTOR shall submit

1 said audit and management letter to COUNTY. The Audit must include a statement of findings or a  
2 statement that there were no findings. If there were negative findings, CONTRACTOR must include a  
3 corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to  
4 correct any material non-compliance or weakness found as a result of such audit. Such audit shall be  
5 delivered to COUNTY's CAO for review within nine (9) months of the end of any fiscal year in which  
6 funds were expended and/or received for the program. Failure to perform the requisite audit functions  
7 as required by this Agreement may result in COUNTY performing the necessary audit tasks, or at  
8 COUNTY's option, contracting with a public accountant to perform said audit, or, may result in the  
9 inability of COUNTY to enter into future agreements with CONTRACTOR. All audit costs related to this  
10 Agreement are the sole responsibility of CONTRACTOR.

11 B. A single audit report is not applicable if all CONTRACTOR's Federal contracts do not exceed the  
12 Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or CONTRACTOR's funding is through  
13 Drug related Medi-Cal.

14 14. NON-DISCRIMINATION:

15 During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against  
16 any employee or applicant for employment, or recipient of services, because of race, religious creed,  
17 color, national origin, ancestry, physical disability, mental disability, medical condition, genetic  
18 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation,  
19 military status or veteran status pursuant to all applicable State of California and Federal statutes and  
20 regulations.

21 15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
22 EXCLUSION – LOWER TIER COVERED TRANSACTIONS:

23 A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of Federal funds  
24 under the terms of this Agreement. By signing this Agreement, CONTRACTOR agrees to comply with  
25 applicable Federal suspension and debarment regulations, including but not limited to 7 CFR 3016.35,  
26 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By signing this Agreement, CONTRACTOR  
27 attests to the best of its knowledge and belief, that it and its principals:

- 28 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or



1 voluntarily excluded by any Federal department or agency; and

2 2. Shall not knowingly enter into any covered transaction with an entity or person who is  
3 proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or  
4 voluntarily excluded from participation in such transaction.

5 B. CONTRACTOR shall provide immediate written notice to COUNTY if at any time during the term  
6 of this Agreement CONTRACTOR learns that the representations it makes above were erroneous when  
7 made or have become erroneous by reason of changed circumstances.

8 C. CONTRACTOR shall include a clause titled "Certification Regarding Debarment, Suspension,  
9 Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions and similar in nature to this  
10 paragraph in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

11 D. CONTRACTOR shall, prior to soliciting or purchasing goods and services in excess of \$25,000  
12 funded by this Agreement, review and retain the proposed vendor's suspension and debarment status at  
13 <https://sam.gov/SAM/>.

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

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

24 18. NOTICES: The persons and their addresses having authority to give and receive notices under this  
25 Agreement include the following:

26 COUNTY  
27 COUNTY OF FRESNO  
County Administrative Officer  
2281 Tulare Street, Room 304  
28 Fresno, CA 93721

CONTRACTOR  
Centro La Familia  
Margarita Rocha, Executive Director  
302 Fresno Street, Suite 102  
Fresno, CA 93706

1  
2 All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement  
3 must be in writing and delivered either by personal service, by first-class United States mail, by an overnight  
4 commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service  
5 is effective upon service to the recipient. A notice delivered by first-class United States mail is effective  
6 three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the  
7 recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business  
8 day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery  
9 instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic  
10 facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed  
11 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next  
12 beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
13 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
14 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
15 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
16 beginning with section 810).

17 19. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall only be in  
18 Fresno County, California.

19 The rights and obligations of the parties and all interpretation and performance of this Agreement shall  
20 be governed in all respects by the laws of the State of California.

21 20. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

25 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that  
26 they are a party to while CONTRACTOR is providing goods or performing services under this  
27 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party  
28 and in which one or more of its directors has a material financial interest. Members of the Board of

1 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a  
2 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit B and incorporated herein by  
3 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
4 immediately thereafter.

5 21. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the  
6 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
7 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
8 understanding of any nature whatsoever unless expressly included in this Agreement. In the event there is  
9 any inconsistency among this Agreement's documents, the inconsistency shall be resolved by giving  
10 precedence in the following order of priority: (1) to this Agreement, including Exhibits A and B; and (2) to  
11 Attachment A.

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

14 **CONTRACTOR**

15   
16 Centro La Familia  
17 Margarita Rocha, Executive Director  
18 302 Fresno Street, Suite 102  
19 Fresno, CA 93706

**COUNTY OF FRESNO**

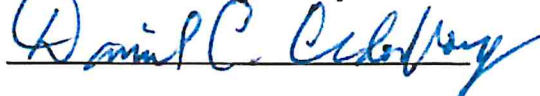
20   
21 Jean M. Rousseau, County Administrative  
22 Officer

23 **FOR ACCOUNTY USE ONLY:**

24 Fund: 0001  
25 Subclass: 10000  
26 Org: 3663  
27 Account: 7295

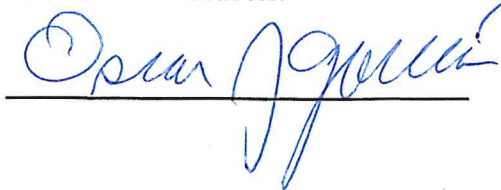
**APPROVED AS TO LEGAL FORM:**

28 Daniel C. Cederborg, County Counsel



**APPROVED AS TO ACCOUNTING  
FORM:**

Oscar Garcia, C.P.A., Auditor-Controller/  
Treasurer-Tax Collector



## Attachment A

# Centro La Familia's Housing Retention Program Proposal

Established in 1972, Centro La Familia Advocacy Services (CLFA) has over 48 years of experience as a provider of full continuum services, which includes outreach, engagement, prevention, intervention, counseling and advocacy services to culturally diverse populations throughout Fresno County. Through its mission "providing services that empower and support families and individuals in our culturally diverse community," CLFA implements programs, collaborates with partner agencies, and engages community residents through outreach and education, promoting family safety and raising community awareness of child abuse/neglect prevention strategies.

CLFA serves families and individuals in rural and urban communities through three Neighborhood Resource Centers located in West Fresno (main office), Highway City and Kerman and a satellite office in Mendota. Programs operate in five departments:

1. **Family Strengthening Department:** Child Abuse Intervention and Prevention, Parent Education, Home Visitation, Socialization Groups, Child Development.
2. **Health & Wellness Department:** MAP Point Linkages, Housing Intervention, Housing Rental/Mortgage Assistance, Health Insurance/CalFresh Applications, TEAM (Telecom Resolutions), CHANGES (Utility Resolution), Mental Health Support/Outreach.
3. **Victim Advocacy Department:** Domestic Violence, Human Trafficking, Sexual Assault Intervention and Prevention, Temporary Restraining Orders, Humanitarian relief through U-Visa, T-Visa, and VAWA.
4. **Immigration Services Department:** Office of Legal Access Program recognized with 6 staff members partially accredited providing Deferred Action for Childhood Arrivals (DACA), Adjustment of Status, Citizenship, Renewals, Family-Based Petitions, Consultations.
5. **Leadership & Policy Department:** Leadership Development, Census 2020 Outreach and Engagement.

Through these departments, CLFA staff members link clients to additional resources including food, clothing, basic necessities, medical assistance and other resources.

Centro La Familia currently provides housing retention services to individuals impacted by COVID-19 through an agreement with the City of Fresno. CLFA proposes to expand the housing retention program to areas outside the City of Fresno with an emphasis on agricultural workers.

## Attachment A

### SCOPE OF SERVICES

Centro La Familia Advocacy Services, Inc. (Administrator) shall perform the following services:

1. Administer the County of Fresno's Housing Retention Program as follows:
  - a. To be eligible an applicant must:
    - i. Be a resident living in Fresno County.
    - ii. Have a signed rental agreement, mortgage statement or an alternate form of documentation verifying applicant's tenancy and monthly rent, or similar documentation in the case of mortgage assistance
    - iii. Provide evidence the grant will be used to prevent eviction or support housing related financial assistance. This may include, but is not limited to, payment of back rent or mortgage owed.
    - iv. Be at or below 80% Area Median Income (AMI), verified by documentation from a third party or an affidavit signed by the applicant stating current income during and prior to the COVID-19 crisis.
    - v. Have not received assistance for rent or mortgage expenses from another government program.
    - vi. Provide documentation that the assistance is required due to loss of income during the COVID-19 crisis. Acceptable documentation may include:
      1. Proof of decrease in income occurring after March 1, 2020.
      2. Proof of COVID-19 related financial losses occurring after March 1, 2020.
      3. Proof that Applicant has fallen behind on rent, mortgage and utilities due to other factors related to COVID-19, to be approved at the discretion of the Administrator within the context of the CARES legislation and guidelines.
  - b. A participating landlord shall accept grant funds as payment in full of the missed or insufficient rent for Month to Month, 2020, and are prohibited from increasing rent or charging late fees during that term.
  - c. County of Fresno and Administrator shall jointly develop additional eligibility criteria based on guidance from County of Fresno leaders.
  - d. Administrator shall make grant applications available as soon as possible.
  - e. Grants shall be awarded from qualified applicants on a first-come first-served basis.
  - f. Grants are limited to \$1,500 per individual, or \$3,000 per household.
  - g. Grant awards shall begin by approximately mid-September 2020.
  - h. County will issue payments with a remit to awarded applicants and either their landlord or mortgage company.
  - i. Centro La Familia will pick up the checks from the County for distribution to grantees.
2. Marketing and community outreach. This will be done independently, and in collaboration with Administrator, in coordination with and as directed by County of Fresno. Administrator may, in its sole discretion, use its administration fee for marketing and community outreach.
3. Maintain all documents and records in a safe and secure facility.
4. Prepare required reports, correctly, and within required time limits.

## Attachment A

5. Work cooperatively with the County of Fresno to develop any modifications to the Program if they become necessary due to changes in laws, regulations, or changes that will make administration of the program more effective. This shall also include making recommendations to County of Fresno, and responding to questions from County of Fresno, about the program and for the purpose of making administration of the program more effective.
6. Operate the Program in accordance with generally accepted accounting principles.
7. Administrator will verify that each application is complete, and meets the County of Fresno's threshold eligibility requirements, making a recommendation for County to issue payment for rent or mortgage owed. The County of Fresno may revise the requirements from time to time, with notice to Administrator, and shall evaluate each application to decide whether the proposed grantee is eligible under the Program Requirements as set forth in this Attachment A.
8. Administrator will set up an application process that includes, without limitation, giving the applicant an information checklist containing the specific Program Requirements of the Program.
9. Administrator shall report the final distribution of grants to the County of Fresno, reporting shall consist of the total number of applications with a copy of all the applications received with the final grant distribution for each Recipient.
10. Administrator shall maintain records of applications and grants distributed and ensure that all distributions follow CARES expenditure guidelines.

**COUNTY OF FRESNO**  
**HOUSING RETENTION PROGRAM APPLICATION**

**SECTION 1- APPLICANT INFORMATION**

Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_

**How long have you lived at this address?** \_\_\_\_\_

# of Children under 18 \_\_\_\_\_

# of Members in Household \_\_\_\_\_

For each Member of the Household, please provide the following information below:

NAME	Date of Birth

**Are you requesting grant funds to prevent eviction from permanent housing?**  
\_\_\_\_\_ (Yes/No)

If the answer is yes, please provide a signed rental agreement or alternate form of documentation verifying tenancy and monthly rent.

**What is your Monthly Rent (or Mortgage) Payment?** \_\_\_\_\_

**How much do you currently owe your Landlord/Bank?** \_\_\_\_\_

Please provide verification of amount currently due

**How many months do you owe in back rent?** \_\_\_\_\_

Please provide verification of total rent due at time of application

**Did your income decrease after March 1, 2020, as a result of COVID-19?**  
\_\_\_\_\_ (Yes/No)

If yes, please explain how your income has decreased as a result of COVID-19

If no, **have you suffered any financial losses after March 1, 2020, related to COVID-19?** \_\_\_\_\_ (Yes/No)

If yes, please explain how you have suffered financial losses related to COVID-19.

**Have you received any other assistance related to COVID-19?** \_\_\_\_\_ (Yes/No)

If yes, please identify the source and amount of the assistance received.

If approved, please make the one-time assistance grant payable as follows: (select one)

\_\_\_\_\_ **80% Payment to Landlord directly** for back rent from Apr. to Dec. 2020 with no rental assistance maximum. Landlord waives 20% of back rent. (Landlord must certify this Option on the Application)

\_\_\_\_\_ **Payment to Landlord directly** for back rent from Apr. to Dec. 2020 with a rental assistance maximum of \$1,500/individual or \$3,000/household. (A joint check will be issued to Applicant and Landlord)

Landlord's address where rental assistance is to be mailed:

\_\_\_\_\_



**SECTION 2 – LANDLORD INFORMATION (IF APPLICABLE)**

Landlord Name: \_\_\_\_\_

Landlord Address: \_\_\_\_\_

**What is Tenant's Monthly Rent Payment?** \_\_\_\_\_

**How much does Tenant currently owe you?** \_\_\_\_\_

Please provide verification of rent currently due

**Does Tenant owe you any back rent?** \_\_\_\_\_ (Yes/No)

If yes, please provide verification of all rent owed by Tenant

**What is the total back rent owed by Tenant for April 2020 through December 2020?** \_\_\_\_\_

Please provide verification of any back rent owed from April-December 2020

**Are you willing to accept 80% of Tenant's back rent from April through December of 2020, AS PAYMENT IN FULL of any of Tenant's missed or insufficient rent?**  
\_\_\_\_\_ (Yes/No)

**Do you agree not to increase Tenant's rent during this Program or charge late fines during the state of emergency?** \_\_\_\_\_ (Yes/No)

If Approved, please make check in the amount of \$\_\_\_\_\_ payable to:

\_\_\_\_\_ (Landlord name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (City, State, Zip Code)

**SECTION 3 – APPLICANT SIGNATURE AND CERTIFICATION**

I hereby affirm that the information provided in the Housing Retention application is true and complete to the best of my knowledge. I understand that if I provide any false information or misrepresentation during the application process it will be grounds for denying my application to the Housing Retention Program. I understand in submitting this application I am not guaranteed financial assistance from the COUNTY of Fresno’s Housing Retention Program.

In addition, my signature below acknowledges my understanding and consent to the release of the information and supporting documents in my application to the COUNTY of Fresno Housing Retention Program and its affiliated Administrators. I also understand and consent to the release of this application pursuant to the Public Records Act, to the extent required under California law.

I declare under penalty of perjury, that the foregoing is true and correct.

Applicant Name	Signature	Date:
_____	_____	_____

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**SECTION 4 – LANDLORD SIGNATURE AND CERTIFICATION (IF APPLICABLE)**

I hereby affirm that the information provided herein is true and complete to the best of my knowledge. I understand that providing false information will be grounds for denying this application. I understand this application is not a guarantee of financial assistance from the COUNTY of Fresno’s Housing Retention Program. I agree to not increase Tenant’s rent for the period of the Program and from charging any late fines during the state of emergency. By accepting payment, I further agree that the COUNTY of Fresno Housing Retention Program funding will serve as full satisfaction and payment of Tenant’s rent owed from April 2020 through December 2020.

Landlord Name	Signature	Date:
_____	_____	_____

## 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).

Exhibit B

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
Centro La Familia Advocacy Services We have no Board of Directors member that have any self-dealing Transaction Disclosure			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:	Margaret O'Roach	Date:	August 27, 2020