

A G R E E M E N T

THIS AGREEMENT is made and entered into this 14th day of May, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **MARJAREE MASON CENTER, INC.**, a Private Non-Profit Organization, whose address is 1600 M Street, Fresno, CA 93721, hereinafter referred to as "SUBRECIPIENT."

W I T N E S S E T H:

WHEREAS, COUNTY has a need for Emergency Shelter and Rapid Rehousing services for homeless individuals and families fleeing domestic violence; and

WHEREAS, COUNTY's Department of Social Services (DSS) has received approval from United States Housing and Urban Development (HUD) to reallocate expired Emergency Solutions Grant (ESG) funding from prior years; and

WHEREAS, the Fresno Madera Continuum of Care (FMCoC) has been consulted, in accordance with the provisions of 24 CFR Part 576, regarding the use of the reallocated funds; and

WHEREAS, SUBRECIPIENT has the expertise and is willing and able to provide said services pursuant to the terms and conditions of this Agreement; and

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

1. OBLIGATIONS

A. SUBRECIPIENT shall perform all services and fulfill all responsibilities as identified in COUNTY's Request for Proposal (RFP) No. 18-032, dated March 5, 2018, and Addendum No. One (1) to COUNTY's RFP No. 18-032, dated March 6, 2018, and Addendum No. Two (2) to COUNTY's RFP No. 18-032, dated March 23, 2018, collectively hereinafter referred to as COUNTY's Revised RFP No. 18-032 and SUBRECIPIENT's response to said Revised RFP, all incorporated herein by reference and made part of this Agreement.

B. SUBRECIPIENT shall perform all services set forth in Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein.

C. In the event of any inconsistency among the documents described in Paragraphs One (1)

1 A and B hereinabove, the inconsistency shall be resolved by giving precedence in the following order of
2 priority: 1) to this Agreement, including all Exhibits attached hereto, 2) to COUNTY's Revised RFP No.
3 18-032, and 3) to the SUBRECIPIENT's response to the Revised RFP. A copy of COUNTY's Revised
4 RFP 18-032 and SUBRECIPIENT's response shall be retained and made available during the term of
5 this Agreement by COUNTY's Department of Social Services, hereinafter referred to as COUNTY's
6 DSS.

7 D. SUBRECIPIENT shall provide services pursuant to the staffing pattern and program
8 expenses detailed in Exhibit B, Budget, attached hereto and by this reference incorporated herein.

9 **2. TERM**

10 This Agreement shall be effective May 14, 2019 through and including August 16, 2019.

11 **3. TERMINATION**

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

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

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

22 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
23 breach of this Agreement or any default which may then exist on the part of the SUBRECIPIENT. Neither
24 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
25 default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment to the
26 COUNTY of any funds disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of
27 the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT
28 shall promptly refund any such funds upon demand.

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

4 **4. COMPENSATION**

5 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to
6 pay SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with Exhibit B,
7 Budget. Mandated travel shall be reimbursed based on actual expenditures and mileage reimbursement
8 shall be at SUBRECIPIENT's adopted rate per mile, not to exceed the IRS published rate.

9 In no event shall actual services performed under this Agreement be in excess of Fifty-Eight
10 Thousand Four Hundred Eighty and 9/100 Dollars (\$58,480.09). Payments by COUNTY shall be in
11 arrears, for services provided during the preceding month, within forty-five (45) days after receipt,
12 verification and approval of SUBRECIPIENT's invoices by COUNTY.

13 It is understood that all expenses incidental to SUBRECIPIENT'S performance of services
14 under this Agreement shall be borne by SUBRECIPIENT. If SUBRECIPIENT should fail to comply with
15 any provision of the Agreement, COUNTY shall be relieved of its obligation for further compensation.

16 **5. INVOICING**

17 With the exception of the final invoice, SUBRECIPIENT shall invoice COUNTY's DSS in
18 arrears by the tenth (10th) of each month for expenditures incurred to provide services rendered in the
19 previous month to: DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears,
20 for actual services provided during the preceding month, within forty-five (45) days after receipt, verification
21 and approval of SUBRECIPIENT's invoices by COUNTY's DSS. A monthly activity report shall accompany
22 the invoice, reflecting services supported by the invoiced expenditures and be in a form and in such detail
23 as acceptable to the COUNTY's DSS. All final claims shall be submitted by SUBRECIPIENT by no later
24 than August 30, 2019.

25 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is
26 otherwise not in proper form or detail, COUNTY's DSS Director or designee shall have the right to withhold
27 full payment of the invoice that is incorrect or improper after five (5) days prior written notice or email
28 correspondence to SUBRECIPIENT. SUBRECIPIENT agrees to continue to provide services for a period of

ninety (90) days after written or email notification of an incorrect or improper invoice. If after the ninety (90) period the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY or COUNTY's DSS Director or designee may elect to terminate this Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement.

6. INDEPENDENT CONTRACTOR

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

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

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

7. MODIFICATION

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

B. SUBRECIPIENT hereby understands that this Agreement is subject to any

1 restrictions, limitations, or enactments of all legislative bodies which affect the provisions, term, or funding of
2 this Agreement in any manner.

3 **8. NON-ASSIGNMENT**

4 SUBRECIPIENT shall not assign, transfer or sub-contract this Agreement nor their rights or
5 duties under this Agreement without the prior written consent of the COUNTY or COUNTY's DSS Director
6 or designee. Any transferee, assignee, or subcontractor will be subject to all applicable provisions of this
7 Agreement, and all applicable State and Federal regulations. SUBRECIPIENT shall be held primarily
8 responsible by the COUNTY for the performance of any transferee, assignee, or subcontractor unless
9 otherwise expressly agreed to in writing by COUNTY. The use of subcontractor by SUBRECIPIENT shall
10 not entitle SUBRECIPIENT to any additional compensation than is provided for under this Agreement.

11 **9. HOLD HARMLESS**

12 SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY'S request,
13 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including
14 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in
15 connection with the performance, or failure to perform, by SUBRECIPIENT, its officers, agents, or
16 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and
17 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who
18 may be injured or damaged by the performance, or failure to perform, of SUBRECIPIENT, its officers,
19 agents, or employees under this Agreement.

20 **10. INSURANCE**

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

25 **A. Commercial General Liability**

26 Commercial General Liability Insurance with limits of not less than Two Million Dollars
27 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
28 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including

completed operations, products liability, 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 of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Professional Liability

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

D. Worker's Compensation

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

E. Additional Requirements Relating to Insurance

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

SUBRECIPIENT hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. SUBRECIPIENT is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but SUBRECIPIENT's waiver of subrogation under this paragraph is effective whether or not SUBRECIPIENT obtains such an endorsement.

Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement, SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the

1 foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219,
2 Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that
3 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
4 policies; that for such worker's compensation insurance the SUBRECIPIENT has waived its right to recover
5 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and
6 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance
7 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional
8 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
9 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
10 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
11 provided under SUBRECIPIENT's policies herein; and that this insurance shall not be cancelled or changed
12 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

19 **11. CONFLICT OF INTEREST**

20 No officer, employee or agent of the COUNTY who exercises any function or responsibility
21 for planning and carrying out of the services provided under this Agreement shall have any direct or indirect
22 personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be employed
23 by the SUBRECIPIENT under this Agreement to fulfill any contractual obligations with the COUNTY. The
24 SUBRECIPIENT shall comply with all Federal, State of California and local conflict of interest laws, statutes
25 and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any
26 officer, employee, or agent of the COUNTY.

27 **12. NON-DISCRIMINATION**

28 During the performance of this Agreement SUBRECIPIENT shall not unlawfully discriminate

1 against any employee of applicant for employment, or recipient of services, because of ethnic group
2 identification, gender, gender identity, gender expression, sexual orientation, color, physical disability,
3 mental disability, medical condition, national origin, race, ancestry, marital status, religion, or religious
4 creed, pursuant to all applicable State of California and Federal statutes and regulations.

5 **13. LIMITED ENGLISH PROFICIENCY**

6 SUBRECIPIENT shall provide interpreting and translation services to persons participating
7 in SUBRECIPIENT's services who have limited or no English language proficiency, including services to
8 persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow
9 such participants meaningful access to the programs, services and benefits provided by SUBRECIPIENT.
10 Interpreter and translation services, including translation of SUBRECIPIENT's "vital documents" (those
11 documents that contain information that is critical for accessing SUBRECIPIENT's services or are required
12 by law) shall be provided to participants at no cost to the participant. SUBRECIPIENT shall ensure that any
13 employees, agents, subcontractor, or partners who interpret or translate for a program participant, or who
14 directly communicate with a program participant in a language other than English, demonstrate proficiency
15 in the participants' language and can effectively communicate any specialized terms and concepts peculiar
16 to SUBRECIPIENT's services.

17 **14. CLEAN AIR AND WATER**

18 In the event the funding under this Agreement exceeds One Hundred Thousand and No/100
19 Dollars (\$100,000), SUBRECIPIENT shall comply with all applicable standards, orders or requirements
20 issued under the Clear Air Act contained in 42 U.S. Code 7601 et seq; the Clean Water Act contained in 33
21 U.S. Code 1368 et seq.; and any standards, laws and regulations, promulgated thereunder. Under these
22 laws and regulations, SUBRECIPIENT shall assure:

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

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

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

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

5 **15. DRUG-FREE WORKPLACE REQUIREMENTS**

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

13 **16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INTELIGIBILITY, AND**
14 **VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

15 A. COUNTY and SUBRECIPIENT recognize that SUBRECIPIENT is a recipient of
16 Federal funds under the terms of this Agreement. By signing this Agreement, SUBRECIPIENT agrees to
17 comply with applicable Federal suspension and debarment regulations, including but not limited to: 7 CFR
18 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By signing this Agreement,
19 SUBRECIPIENT attests to the best of its knowledge and belief, that it and its principals:

20 1. Are not presently debarred, suspended, proposed for debarment, declared
21 ineligible, or voluntarily excluded by any Federal department or agency; and

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

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

28 C. SUBRECIPIENT shall include a clause titled "Certification Regarding Debarment,

1 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions” and similar in
2 nature to this paragraph in all lower tier covered transactions and in all solicitations for lower tier covered
3 transactions.

4 D. SUBRECIPIENT shall, prior to soliciting or purchasing goods and services in
5 excess of \$25,000 funded by this Agreement, review and retain the proposed vendor’s suspension and
6 debarment status at <https://www.sam.gov/SAM/>.

7 **17. CONFIDENTIALITY**

8 All services performed by SUBRECIPIENT under this Agreement shall be in strict
9 conformance with all applicable Federal, State of California, and/or local laws and regulations relating to
10 confidentiality.

11 **18. DATA SECURITY**

12 Individuals and/or agencies that enter into a contractual relationship with the COUNTY for
13 the purpose of providing services must employ adequate controls and data security measures, both
14 internally and externally to ensure and protect the confidential information and/or data provided to
15 contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing,
16 use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY
17 resources; and/or disruption to COUNTY operations.

18 Individuals and/or agencies may not connect to or use COUNTY networks/systems via
19 personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting
20 purposes and provide a secure connection; up to date virus protection and mobile devices must have the
21 remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not
22 be used (COUNTY or SUBRECIPIENT device) or brought in for use into the COUNTY’s system(s) without
23 prior authorization from COUNTY’s Chief Information Officer and/or designee(s).

24 SUBRECIPIENT may not store COUNTY’s private, confidential or sensitive data on any
25 hard-disk drive, portable storage device or remote storage installation unless encrypted according to
26 advance encryption standards (AES of 128 bit or higher).

27 The COUNTY will immediately be notified of any violations, breaches or potential breaches
28 of security related to COUNTY’s confidential information, data and/or data processing equipment which

stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to SUBRECIPIENT's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. SUBRECIPIENT will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. SUBRECIPIENT will be responsible for all costs incurred as a result of providing the required notification.

19. SINGLE AUDIT CLAUSE

A. If SUBRECIPIENT expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in Federal and Federal flow-through monies, SUBRECIPIENT agrees to conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth in Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200. SUBRECIPIENT shall submit said audit and management letter to COUNTY. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, SUBRECIPIENT must include a corrective action plan signed by an authorized individual. SUBRECIPIENT agrees to take action to correct any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to COUNTY's DSS, Administration, for review within nine (9) months of the end of any fiscal year in which funds were expended and/or received for the program. Failure to perform the requisite audit functions as required by this Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or, may result in the inability of COUNTY to enter into future agreements with SUBRECIPIENT. All audit costs related to this Agreement are the sole responsibility of SUBRECIPIENT.

B. A single audit report is not applicable if all SUBRECIPIENT's Federal contracts do not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or SUBRECIPIENT's funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be performed and a program audit report with management letter shall be submitted by SUBRECIPIENT to COUNTY as a minimum requirement to attest to SUBRECIPIENT's solvency. Said audit report shall be delivered to COUNTY's DSS, Accounting Office, for review no later than nine (9) months after the close of the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply

1 with this Act may result in COUNTY performing the necessary audit tasks or contracting with a qualified
2 accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of
3 SUBRECIPIENT who agrees to take corrective action to eliminate any material noncompliance or
4 weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph shall
5 be billed to the SUBRECIPIENT at COUNTY cost, as determined by COUNTY's Auditor-
6 Controller/Treasurer-Tax Collector.

7 C. SUBRECIPIENT shall make available all records and accounts for inspection by
8 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal
9 Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at
10 least five (5) years following final payment under this Agreement or the closure of all other pending
11 matters, whichever is later.

12 **20. PROPERTY OF COUNTY**

13 SUBRECIPIENT agrees to take reasonable and prudent steps to ensure the security of
14 any and all said hardware and software provided to it by COUNTY under this Agreement, to maintain
15 replacement-value insurance coverages on said hardware and software of like kind and quality
16 approved by COUNTY.

17 All purchases over Five Thousand Dollars (\$5,000) made during the life of this
18 Agreement that will outlive the life of this Agreement shall be identified as fixed assets with an assigned
19 Fresno County DSS Accounting Inventory Number. These fixed assets shall be retained by COUNTY,
20 as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement.
21 SUBRECIPIENT agrees to participate in an annual inventory of all COUNTY fixed assets and shall be
22 physically present when fixed assets are returned to COUNTY possession at the termination or
23 expiration of this Agreement. SUBRECIPIENT is responsible for returning to COUNTY all COUNTY
24 owned fixed assets upon the expiration or termination of this Agreement.

25 **21. AUDITS AND INSPECTIONS**

26 The SUBRECIPIENT shall at any time during business hours, and as often as the COUNTY
27 may deem necessary, make available to the COUNTY for examination all of its records and data with
28 respect to the matters covered by this Agreement. The SUBRECIPIENT shall, upon request by the

COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure SUBRECIPIENT'S compliance with the terms of this Agreement.

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

In addition, SUBRECIPIENT shall cooperate and participate with COUNTY's fiscal review process and comply with all final determinations rendered by the COUNTY's fiscal review process. If COUNTY reaches an adverse decision regarding SUBRECIPIENT's services to consumers, it may result in the disallowance of payment for services rendered; or in additional controls to the delivery of services, or in the termination of this Agreement, at the discretion of COUNTY's DSS Director or designee. If as a result of COUNTY's fiscal review process a disallowance is discovered due to SUBRECIPIENT's deficiency, SUBRECIPIENT shall be financially liable for the amount previously paid by COUNTY to SUBRECIPIENT and this disallowance will be adjusted from SUBRECIPIENT's future payments, at the discretion of COUNTY's DSS Director or designee. In addition, COUNTY shall have the sole discretion in the determination of fiscal review outcomes, decisions and actions.

22. ESG ELIGIBILITY AND REPORTING REQUIREMENTS

A. SUBRECIPIENT is required to be a member in good standing of the FMCoC. A member in good standing is defined as a current dues paid member with attendance at a minimum of 75% of all FMCoC Director's meetings.

B. SUBRECIPIENT is required to utilize the FMCoC Coordinated Entry System for all clients served under ESG.

C. COUNTY's failure to inform SUBRECIPIENT of any reporting requirements shall not relieve SUBRECIPIENT of compliance with any ESG eligibility and reporting requirements.

SUBRECIPIENT agrees, in accordance with the requirements of the ESG program, that ALL beneficiaries of SUBRECIPIENT's activities provided under this Agreement must meet the following minimum criteria:

(1) Any individual or family provided with assistance through ESG must meet the HUD definition of homeless and must be documented.

(2) The households targeted must be those most in need of this assistance and most

likely to achieve stable housing, whether subsidized or unsubsidized, outside of ESG after the program concludes.

D. If SUBRECIPIENT is providing Rapid Rehousing services, the beneficiary household must be at or below 30% of the Area Median Income (AMI) for Fresno at re-evaluation as referenced in Exhibit C, incorporated herein by reference and made part of this Agreement. If SUBRECIPIENT is providing Homeless Prevention services, the beneficiary household must be at or below 30% of the AMI at intake and re-evaluation. The AMI may change on a yearly basis and SUBRECIPIENT is required to use the most recent version as provided by COUNTY.

E. SUBRECIPIENT is expected to meet all other ESG requirements as described in 24 CFR Part 576.

23. FRATERNIZATION

SUBRECIPIENT shall establish procedures addressing fraternization between SUBRECIPIENT's staff and clients. Such procedures will include provisions for informing SUBRECIPIENT's staff and clients regarding fraternization guidelines.

24. STATE ENERGY CONSERVATION

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

25. CHARITABLE CHOICE

SUBRECIPIENT may not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specifically religious activity or service made available to individuals by the SUBRECIPIENT must be voluntary as well as separate in time and location from COUNTY funded activities and services. SUBRECIPIENT shall inform COUNTY as to whether it is faith-based. If SUBRECIPIENT identifies as faith-based, they must submit to DSS a copy of its policy on referring individuals to alternate treatment SUBRECIPIENT, and include a copy of this policy in their client admission forms. The policy must inform individuals that they may be referred to an alternative provider if they object to the religious nature of the program, and include a notice to DSS. Adherence to this policy will be

monitored during site reviews, and a review of client files. If SUBRECIPIENT identifies as faith-based, by July 1 of each year SUBRECIPIENT will be required to report to DSS the number of individuals who requested referrals to alternate providers based on religious objection.

26. PROHIBITION ON PUBLICITY

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

27. PUBLIC INFORMATION

SUBRECIPIENT shall disclose COUNTY as a funding source in all public information.

28. NOTICES

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

COUNTY

Director, COUNTY OF FRESNO
Department of Social Services
P.O. Box 1912
Fresno, CA 93718-1912

SUBRECIPIENT

Director
Marjaree Mason Center
1600 M Street
Fresno, CA 93721

All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is

completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

29. GOVERNING LAW

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

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

30. CHANGE OF LEADERSHIP/MANAGEMENT

In the event of any change in the status of SUBRECIPIENT's leadership or management, SUBRECIPIENT 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 SUBRECIPIENT who either a) directs individuals providing services pursuant to this Agreement, b) exercises control over the manner in which services are provided, or c) has authority over SUBRECIPIENT's finances.

31. 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.

32. POLITICAL ACTIVITY

SUBRECIPIENT shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

33. NEPOTISM

Except by written consent of COUNTY, no person shall be employed by SUBRECIPIENT who is related by blood or marriage to any member of the Board of Directors or any officer of

SUBRECIPIENT.

34. SUPPLEMENTAL SOURCES

SUBRECIPIENT shall not use any funds under this Agreement to the extent that there are any other existing or contemplated funds available to SUBRECIPIENT to be expended for the same services covered by this Agreement. Upon confirmation that SUBRECIPIENT has received funds from any other source to conduct the same services covered by this Agreement, COUNTY shall have the right to reduce its payment amount accordingly.

35. COMPLIANCE WITH APPLICABLE LAWS

SUBRECIPIENT shall comply with all rules and regulations established pursuant to Housing and Urban Development regulations at 24 CFR Part 576, as revised by the Emergency Solutions Grant and Consolidated Plan conforming Amendments Interim Rule, published in the Federal Register on December 5, 2011 (79 Fed. Reg. 75954). SUBRECIPIENT must also comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a). SUBRECIPIENT and any subcontractors shall comply with all applicable local, State, Federal laws, ordinances, regulations, and Fresno County Charter provisions applicable to the performance of services.

36. MINIMUM DATA COLLECTION REQUIREMENTS

SUBRECIPIENT is required to collect and report client-level data in the local Homeless Management Information System (HMIS) administered by the Fresno Housing Authority or a comparable database if SUBRECIPIENT is a domestic violence provider. In the latter instance, all references to HMIS shall be understood to refer to a comparable database. Reporting through HMIS is a requirement of ESG funding. HMIS will be used to collect data and report on outputs and outcomes as required by HUD. SUBRECIPIENT is required to enter all client intakes, provide regular updates and exit all clients once services are completed.

At a minimum, SUBRECIPIENT must enter the following information in the FMCoC HMIS database for federal reporting purposes:

- (1) Name
- (2) Social Security Number
- (3) Date of Birth

- (4) Race
- (5) Ethnicity
- (6) Gender
- (7) Veteran Status
- (8) Disabling Condition
- (9) Residence Prior to Program Entry
- (10) Zip Code of Last Permanent Address
- (11) Housing Status
- (12) Program Entry Date
- (13) Program Exit Date
- (14) Personal Identification Number
- (15) Household Identification Number
- (16) Income and Sources
- (17) Non-Cash Benefits
- (18) Destination (Where Client Will Stay Upon Exit)
- (19) Financial Services Provided
- (20) Housing Relocation and Stabilization Services Provided

COUNTY reserves the right to add additional reporting requirements as required by HUD.

37. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

Members of the SUBRECIPIENT's Board of Directors shall disclose any self-dealing transactions that they are a party to while SUBRECIPIENT is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the SUBRECIPIENT 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 D and incorporated

herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

38. SEVERABILITY

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in the Agreement shall not affect the other provisions.

39. ENTIRE AGREEMENT

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

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

3
4 **SUBRECIPIENT:**
5 **MARJAREE MASON CENTER, INC.**

6 By: Nicole Linder

7 Print Name: Nicole Linder

8 Title: Executive Director

9 Chairman of the Board, or
10 President, or any Vice President

11
12 By: BM Marcus Martin

13 Print Name: BM Marcus Martin

14 Title: Director of Finance

15 Secretary (of Corporation), or
16 any Assistant Secretary, or
17 Chief Financial Officer, or
18 any Assistant Treasurer

19 Mailing Address:
20 Marjaree Mason Center
21 1600 M Street
22 Fresno, CA 93721
23 Phone No: (559) 784-1320
24 Contact: Leticia Campos, Director of Client Services

25 **FOR ACCOUNTING USE ONLY:**

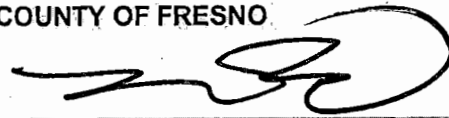
26 Fund/Subclass: 0001/10000

27 ORG No.: 56107001

28 Account No.: 7870

DEN:jk

COUNTY OF FRESNO



Nathan Magsig, Chairman of the
Board of Supervisors of the
County of Fresno

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Rosa Cruz
Deputy

SUMMARY OF SERVICES

ORGANIZATION: Marjaree Mason Center, Inc.

ADDRESS: 1600 M Street, Fresno, CA 93721

SERVICE ADDRESS: Confidential Location

TELEPHONE: (559) 487-1320

CONTACT: Leticia Campos, Director of Client Services

EMAIL: Leticia@MMCenter.org

SERVICES: Emergency Shelter & Rapid Rehousing

SUMMARY OF SERVICES

Marjaree Mason Center, Inc. (MMC) will provide Emergency Shelter and Rapid Rehousing services for those unsheltered homeless individuals and families fleeing domestic violence and provide the services necessary to help the participants regain stable housing. Participants may be referred to MMC by law enforcement, healthcare providers, victim advocates, MMC's 24/7 crisis support hotline, family, friends, or other service agencies.

The goal of the Emergency Shelter program is to place participants into safe, confidential housing with on-site supportive services, including, but not limited to: shelter, meals, bi-weekly case management, laundry, linkages to resources, dependent care, counseling, support groups, parenting classes, domestic violence education, life-skills classes, and legal assistance.

The goal of the Rapid Rehousing program is to stabilize and assist participating households in becoming financially independent. Households will receive centralized coordinated assessments through the Fresno Madera Continuum of Care (FMCoC) and an initial evaluation for services, housing search and placement, housing stabilization supports, case management, credit repair, and linkages to supportive services such as counseling and legal services. Participants may receive short-term rental assistance for first month's rent, security/pet deposits, and utility deposits.

MMC (SUBRECIPIENT) RESPONSIBILITIES

- Provide Emergency Shelter and Rapid Rehousing services described in the Summary of Services and as detailed in MMC's response to County's RFP 18-032.

- Follow all applicable Federal Housing and Urban Development (HUD) Emergency Solutions Grant (ESG) regulations, policies, and procedures, including but not limited to: (1) Complete initial consultation with the individual or family to determine eligibility in accordance with the coordinated assessment requirements set forth under 24 CFR 576.400(d) and the associated written standards established, (2) Verify at re-evaluation a Rapid Rehousing household's annual income as at or below 30% of the area's median income, and (3) Verify the participant's homeless status using the HUD ESG definitions.
- Ensure Client Service Advocates are available 24/7 to residential participants and hotline callers for safety planning and crisis intake assessments.
- Refer and/or transport those not eligible for MMC services to other appropriate service providers.
- Complete coordinated entry-approved assessments and enter all required data into HMIS within 24-hours of program entry.
- Develop case plans for households receiving Emergency Shelter services that address the members' immediate health, safety, legal, emotional, and therapeutic needs.
- Provide hotel/motel vouchers, in accordance with ESG regulations, to homeless households when the Emergency Shelter is full.
- Comply with all shelter and housing habitability standards as identified in 24 CFR 576.403.
- Utilize the FMCoC Coordinated Entry System for all clients served under ESG.
- Keep apprised of and comply with any and all other federal, state, or local ESG shelter regulations.
- Provide 100% in ESG matching funds for this contract. Documentation of the match must be maintained and provided to County upon request.

COUNTY RESPONSIBILITIES

- Meet with MMC staff monthly, or as often as needed, for service coordination, problem/issue resolution, information sharing, training, and review and monitoring of services.

MONTHLY REPORTS AND OUTCOMES

Subrecipient shall provide complete and accurate monthly activity reports to the County of Fresno, in a report format approved by the County by the 10th of each month. The following outcomes are to be met:

- Provide approximately 38 households (125 individuals) with Emergency Shelter Services during the contract period. 100% of households served shall receive:
 - o a crisis intake assessment to determine their needs,
 - o emergency shelter upon leaving an abusive relationship,
 - o a meeting with their assigned Case Manager within 48-hours of admission,

- o education on healthy relationships and the cycle of domestic violence,
 - o a case plan for each household member (adults and children), and
 - o assistance in obtaining all mainstream resources and funding the household may be eligible for.
- Of the households receiving Emergency Shelter Services:
 - o 67% will work with their Case Manager to develop a more comprehensive case plan for employment, education, child care, and long-term housing goals (while still focusing on emotional and legal needs).
 - o 67% will have the adult(s) participate in life skills, parenting, or mother/infant classes, or other groups intended to rebuild self-sufficiency and child/parent relationships.
 - o 30% will be referred for a clinical assessment to screen for counseling needs.
 - o 30% will have the adult(s) be referred to local employment training and placement programs in the community.
- 100% of homeless households not eligible for MMC Emergency Shelter Services will be provided with referrals and transported to alternate shelter service providers within the FMCoC.
- Provide 6 households with Rapid Rehousing services during the contract period.
 - o 83% (5 households) will maintain or increase income during the program.
 - o 67% (4 households) will remain in housing 6 months after exiting the Rapid Rehousing program.
- Provide 10 households with moving assistance during the contract period.

BUDGET

ORGANIZATION: Marjaree Mason Center, Inc.

SERVICES: Emergency Shelter & Rapid Rehousing

CONTRACT TERM: May 14, 2019 to August 16, 2019

CONTRACT AMOUNT: \$58,480.09

Eligible Costs		Amount
ESG: EMERGENCY SHELTER		
Client Services Advocate		
Case Manager		
Personnel Benefits		
Total Essential Personnel & Benefits		\$30,777.00
Utilities & Telephone		
Repairs & Maintenance		
Hotel/Motel Vouchers		
Total Operating Services Budget		\$14,902.72
ESG: EMERGENCY SHELTER SUBTOTAL		\$45,679.72
ESG: RAPID REHOUSING		
Security Deposits		
Rental Assistance		
Moving Assistance and Storage Costs		
Utility Deposits & Utility Payments		
Total Rapid Rehousing Budget		\$10,500.10
ESG: ADMINISTRATION		
Emergency Shelter & Rapid Rehousing Administration		
Admin Subtotal		\$2,300.27
	TOTAL	\$58,480.09

Exhibit C

THIRTY PERCENT INCOME LIMITS
STATE: CALIFORNIA

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		-----30% L O W I N C O M E L I M I T S-----							
	MEDIAN	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Bakersfield, CA MSA	58700	12550	14350	16150	17900	19350	20800	22200	23650
Chico, CA MSA	60500	12750	14550	16350	18150	19650	21100	22550	24000
El Centro, CA MSA	48200	12550	14350	16150	17900	19350	20800	22200	23650
Fresno, CA MSA	55500	12550	14350	16150	17900	19350	20800	22200	23650
Hanford-Corcoran, CA MSA	55400	12550	14350	16150	17900	19350	20800	22200	23650
Los Angeles-Long Beach-Anaheim, CA MSA									
Santa Ana-Anaheim-Irvine, CA HM	92700	23000	26250	29550	32800	35450	38050	40700	43300
Los Angeles-Long Beach-Glendale, CA	69300	20350	23250	26150	29050	31400	33700	36050	38350
Madera, CA MSA	55200	12550	14350	16150	17900	19350	20800	22200	23650
Merced, CA MSA	48200	12550	14350	16150	17900	19350	20800	22200	23650
Modesto, CA MSA	60700	12750	14600	16400	18200	19700	21150	22600	24050
Napa, CA MSA	88500	19300	22050	24800	27550	29800	32000	34200	36400
Oxnard-Thousand Oaks-Ventura, CA	96000	21300	24350	27400	30400	32850	35300	37700	40150
Redding, CA MSA	61400	12900	14750	16600	18400	19900	21350	22850	24300
Riverside-San Bernardino-Ontario	65800	14150	16200	18200	20200	21850	23450	25050	26700
Sacramento-Roseville-Arden-Arcade, CA MS									
Sacramento--Roseville--Arden-Arcade	80100	16850	19250	21650	24050	26000	27900	29850	31750
Yolo, CA HMFA	85100	17500	20000	22500	24950	26950	28950	30950	32950
Salinas, CA MSA	69100	17550	20050	22550	25050	27100	29100	31100	33100
San Diego-Carlsbad, CA MSA	81800	20450	23400	26300	29200	31550	33900	36250	38550
San Francisco-Oakland-Hayward, CA MSA									
Oakland-Fremont, CA HMFA	104400	24400	27900	31400	34850	37650	40450	43250	46050
San Francisco, CA HMFA	118400	30800	35200	39600	44000	47550	51050	54600	58100
San Jose-Sunnyvale-Santa Clara, CA MSA									
San Benito County, CA HMFA	79800	19600	22400	25200	27950	30200	32450	34700	36900
San Jose-Sunnyvale-Santa Clara, CA	125200	27950	31950	35950	39900	43100	46300	49500	52700
San Luis Obispo-Paso Robles-Arroyo	80600	17500	20000	22500	24950	26950	28950	30950	32950

U.S. Department of Housing and Urban Development. April 2018. ESG Income Limits.
Retrieved from <http://www.hudexchange.info/resource/5079/esg-income-limits/>

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).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(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:		Date:	