

AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of December, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **RH Community Builders**, a California Limited Partnership, whose address is 352 W. Bedford Avenue, Suite 110, Fresno, CA 93711, hereinafter referred to as "SUBRECIPIENT."

WITNESSETH:

WHEREAS, COUNTY is the Administrative Entity for California Emergency Solutions and Housing (CESH) grant funds for the FMCoC by the California Department of Housing and Community Development (HCD), as authorized by SB 850 (Chapter 48, Statutes of 2018); and

WHEREAS, COUNTY, through the Department of Social Services (DSS) receives allocation funding from the California Department of Social Services (CDSS) to implement and administer the California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP), authorized by Senate Bill (SB) 855 (Chapter 29, Statutes of 2014); and

WHEREAS, the Fresno Madera Continuum of Care has a need for coordinated homeless services to address the homelessness crisis throughout the Counties of Fresno and Madera; and

WHEREAS, SUBRECIPIENT has the expertise and is willing to provide landlord engagement and risk mitigation fund 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 set forth in Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein.

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

C. SUBRECIPIENT shall maintain membership in the FMCoC and participate in Coordinated Entry throughout the term of this Agreement, as described in Exhibit A. If, for any reason,

1 this status is not maintained, the COUNTY may terminate this Agreement pursuant to Section Three (3)
2 of this Agreement.

3 D. SUBRECIPIENT shall be aware of, agree to, and comply with all State
4 requirements governing the use of CalWORKs HSP and CESH funds; and all conditions in Exhibit C,
5 COUNTY's Agreement No. 18-CESH-12459, attached hereto and by this reference incorporated herein.
6 Failure to comply with these requirements and conditions may result in termination of this Agreement
7 pursuant to Section Three (3) of this Agreement. Required conditions include, but are not limited to:

8 1) Perform the work in accordance with Federal, State and Local housing and
9 building codes, as applicable.

10 2) Maintain at least the minimum State-required worker's compensation for those
11 employees who will perform the work or any part of it.

12 3) Maintain, as required by law, unemployment insurance, disability insurance,
13 and liability insurance in an amount that is reasonable to compensate any person, firm or corporation
14 who may be injured or damaged by the SUBRECIPIENT or any Subcontractor in performing the Work or
15 any part of it.

16 4) Agree to include all the terms of this Agreement and Exhibit C in each
17 subcontract.

18 **2. TERM**

19 The term of this Agreement shall be for a period of two (2) years and seven (7) months,
20 commencing upon execution, through and including the 30th day of June 2022. This Agreement may be
21 extended for two (2) additional consecutive twelve (12) month periods upon the approval of both parties no
22 later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director
23 of the Department of Social Services or designee is authorized to execute such written approval on behalf
24 of COUNTY based on SUBRECIPIENT's satisfactory performance.

25 **3. TERMINATION**

26 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
27 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
28 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement

1 terminated, at any time by giving the SUBRECIPIENT thirty (30) days advance written notice.

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

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

8 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
9 breach of this Agreement or any default which may then exist on the part of the SUBRECIPIENT. Neither
10 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
11 default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment to the
12 COUNTY of any funds disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of
13 the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT
14 shall promptly refund any such funds upon demand.

15 C. Without Cause - Under circumstances other than those set forth above, this
16 Agreement may be terminated by SUBRECIPIENT or COUNTY or COUNTY's DSS Director, or
17 designee, upon the giving of thirty (30) days advance written notice of an intention to terminate to
18 SUBRECIPIENT.

19 **4. COMPENSATION**

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

24 In no event shall actual services performed under this Agreement be in excess of One
25 Million, Ninety-Three Thousand, Three Hundred Thirty-Five and No/100 Dollars (\$1,093,335). Payments
26 by COUNTY shall be in arrears, for services provided during the preceding month, within forty-five (45)
27 days after receipt, verification and approval of SUBRECIPIENT's invoices by COUNTY.

28 It is understood that all expenses incidental to SUBRECIPIENT'S performance of services

1 under this Agreement shall be borne by SUBRECIPIENT. If SUBRECIPIENT should fail to comply with
2 any provision of the Agreement, COUNTY shall be relieved of its obligation for further compensation.
3 Any compensation which is not expended by SUBRECIPIENT pursuant to the terms and conditions of
4 this Agreement shall automatically revert to COUNTY. The services provided by the SUBRECIPIENT
5 under this Agreement are funded in whole or in part by the State of California. In the event that funding
6 for these services is delayed by the State Controller, COUNTY may defer payment to CONTRACTOR.
7 The amount of the deferred payment shall not exceed the amount of funding delayed by the State
8 Controller to the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of
9 time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

10 **5. INVOICING**

11 SUBRECIPIENT shall invoice COUNTY's DSS in arrears by the tenth (10th) of each month
12 for expenditures incurred to provide services rendered in the previous month to:
13 DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears, for actual services
14 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval of
15 SUBRECIPIENT's invoices by COUNTY's DSS. A monthly activity report shall accompany the invoice,
16 reflecting services supported by the invoiced expenditures and be in a form and in such detail as
17 acceptable to the COUNTY's DSS. All final claims for CESH funding shall be submitted by SUBRECIPIENT
18 within sixty (60) days following the final month of services.

19 Monthly invoices must be submitted with accompanying back-up documentation, which
20 must provide proof of payment for all costs billed on the invoice. Expenditures must be billed to the invoice
21 corresponding to the month in which the expenditure was paid. All expenditures shall be reimbursed on a
22 cash basis and will not be reimbursed until paid by SUBRECIPIENT. Costs incurred via credit card are not
23 considered paid until the credit card payment has been made, and must be invoiced with verification of
24 credit card payment included.

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

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

5 **6. INDEPENDENT CONTRACTOR**

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

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

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

25 **7. MODIFICATION**

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

28 B. Notwithstanding the above, changes to line items in Exhibit B, Budget, in an amount

1 not to exceed ten percent (10%) of the total maximum compensation as identified in Section Four (4) of this
2 Agreement, may be made with the written approval of COUNTY's DSS Director or designee and
3 SUBRECIPIENT. Budget line item changes shall not result in any change to the maximum compensation
4 amount payable to SUBRECIPIENT, as stated herein.

5 C. SUBRECIPIENT hereby agrees that changes to the compensation under this
6 Agreement may be necessitated by a reduction in funding from State and/or Federal sources.
7 COUNTY's DSS Director or designee may modify the maximum compensation depending on State and
8 Federal funding availability, as stated in Section Four (4) in this Agreement. SUBRECIPIENT further
9 understands that this Agreement is subject to any restrictions, limitations or enactments of all legislative
10 bodies which affect the provisions, term, or funding of this Agreement in any manner.

11 **8. NON-ASSIGNMENT**

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

19 **9. HOLD HARMLESS**

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

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1 **10. INSURANCE**

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

6 A. Commercial General Liability

7 Commercial General Liability Insurance with limits of not less than Two Million Dollars
8 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
9 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
10 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
11 liability or any other liability insurance deemed necessary because of the nature of this contract.

12 B. Automobile Liability

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

16 C. Professional Liability

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

20 D. Worker's Compensation

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

23 E. Additional Requirements Relating to Insurance

24 SUBRECIPIENT shall obtain endorsements to the Commercial General Liability insurance
25 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
26 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
27 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
28 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance

1 provided under SUBRECIPIENT's policies herein. This insurance shall not be cancelled or changed
2 without a minimum of thirty (30) days advance written notice given to COUNTY.

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

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

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

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

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1 **11. CONFLICT OF INTEREST**

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

9 **12. NON-DISCRIMINATION**

10 During the performance of this Agreement SUBRECIPIENT shall not unlawfully discriminate
11 against any employee or applicant for employment, or recipient of services, because of ethnic group
12 identification, gender, gender identity, gender expression, sexual orientation, color, physical disability,
13 mental disability, medical condition, national origin, race, ancestry, marital status, religion, or religious
14 creed, pursuant to all applicable State of California and Federal statutes and regulations.

15 **13. LIMITED ENGLISH PROFICIENCY**

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

27 **14. CLEAN AIR AND WATER**

28 In the event the funding under this Agreement exceeds One Hundred Thousand and No/100

1 Dollars (\$100,000), SUBRECIPIENT shall comply with all applicable standards, orders or requirements
2 issued under the Clear Air Act contained in 42 U.S. Code 7601 et seq; the Clean Water Act contained in 33
3 U.S. Code 1368 et seq.; and any standards, laws and regulations, promulgated thereunder. Under these
4 laws and regulations, SUBRECIPIENT shall assure:

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

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

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

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

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

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

23 **16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND**
24 **VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

25 A. COUNTY and SUBRECIPIENT recognize that SUBRECIPIENT is a recipient of State
26 funds under the terms of this Agreement. By signing this Agreement, SUBRECIPIENT agrees to notify
27 COUNTY of any past, present, or future Federal suspension or debarment. By signing this Agreement,
28 SUBRECIPIENT attests to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

16 **17. CONFIDENTIALITY**

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

20 **18. DATA SECURITY**

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

27 Individuals and/or agencies may not connect to or use COUNTY networks/systems via
28 personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting

1 purposes and provide a secure connection; up to date virus protection and mobile devices must have the
2 remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not
3 be used (COUNTY or SUBRECIPIENT device) or brought in for use into the COUNTY's system(s) without
4 prior authorization from COUNTY's Chief Information Officer and/or designee(s).

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

8 The COUNTY will immediately be notified of any violations, breaches or potential breaches
9 of security related to COUNTY's confidential information, data and/or data processing equipment which
10 stores or processes COUNTY data, internally or externally.

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

16 **19. PROPERTY OF COUNTY**

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

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

1 **20. INDEPENDENT AUDIT**

2 A. COUNTY reserves the right to perform or cause to be performed a financial audit. At
3 COUNTY's request, the SUBRECIPIENT shall provide, at its own expense, a financial audit prepared by a
4 certified public accountant. CESH administrative funds may be used to fund this expense.

- 5 1) If a financial audit is required by COUNTY, the audit shall be performed by an
6 independent certified public accountant.
- 7 2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address
8 immediately after the selection has been made. The contract for the audit shall
9 allow access by COUNTY and State representatives to the independent auditor's
10 working papers.
- 11 3) The SUBRECIPIENT is responsible for the completion of audits and all costs of
12 preparing audits.
- 13 4) The completed audit report shall be submitted by the auditor to COUNTY within
14 three business days of completion.
- 15 5) If there are audit findings, the SUBRECIPIENT must submit a detailed response
16 acceptable to COUNTY for each audit finding within 90 days from the date of the
17 audit finding report.

18 B. Failure to comply with the above provision may result in COUNTY performing the
19 necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related
20 to this Agreement are the sole responsibility of SUBRECIPIENT who agrees to take corrective action to
21 eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed
22 by COUNTY under this paragraph shall be billed to SUBRECIPIENT at COUNTY cost, as determined by
23 COUNTY's Auditor-Controller/Treasurer-Tax Collector.

24 **21. AUDITS AND INSPECTIONS**

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

1 SUBRECIPIENT'S compliance with the terms of this Agreement.

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

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

16 **22. FRATERNIZATION**

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

20 **23. STATE ENERGY CONSERVATION**

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

24 **24. CHARITABLE CHOICE**

25 SUBRECIPIENT may not discriminate in its program delivery against a client or potential
26 client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively
27 participate in a religious practice. Any specifically religious activity or service made available to individuals
28 by the SUBRECIPIENT must be voluntary as well as separate in time and location from COUNTY funded

1 activities and services. SUBRECIPIENT shall inform COUNTY as to whether it is faith-based. If
2 SUBRECIPIENT identifies as faith-based, they must submit to DSS a copy of its policy on referring
3 individuals to alternate treatment SUBRECIPIENT, and include a copy of this policy in their client admission
4 forms. The policy must inform individuals that they may be referred to an alternative provider if they object
5 to the religious nature of the program, and include a notice to DSS. Adherence to this policy will be
6 monitored during site reviews, and a review of client files. If SUBRECIPIENT identifies as faith-based, by
7 July 1 of each year SUBRECIPIENT will be required to report to DSS the number of individuals who
8 requested referrals to alternate providers based on religious objection.

9 **25. PROHIBITION ON PUBLICITY**

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

17 **26. PUBLIC INFORMATION**

18 SUBRECIPIENT shall disclose COUNTY as a funding source in all public information and
19 program materials developed in support of contracted services.

20 **27. NOTICES**

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

| | |
|-------------------------------|----------------------------------|
| <u>COUNTY</u> | <u>SUBRECIPIENT</u> |
| Director, COUNTY OF FRESNO | Director |
| Department of Social Services | RH Community Builders |
| P.O. Box 1912 | 352 W. Bedford Avenue, Suite 110 |
| Fresno, CA 93718-1912 | Fresno, CA 93711 |

26 All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this
27 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
28 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by

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

13 **28. GOVERNING LAW**

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

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

18 **29. CHANGE OF LEADERSHIP/MANAGEMENT**

19 In the event of any change in the status of SUBRECIPIENT's leadership or management,
20 SUBRECIPIENT shall provide written notice to COUNTY within thirty (30) days from the date of change.
21 Such notification shall include any new leader or manager's name, address and qualifications. "Leadership
22 or management" shall include any employee, member, or owner of SUBRECIPIENT who either a) directs
23 individuals providing services pursuant to this Agreement, b) exercises control over the manner in which
24 services are provided, or c) has authority over SUBRECIPIENT's finances.

25 **30. LOBBYING AND POLITICAL ACTIVITY**

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

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

3 **31. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

15 **32. SEVERABILITY**

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

18 **33. ENTIRE AGREEMENT**

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

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

3 **SUBRECIPIENT:**
4 **RH Community Builders**

5 By: Wayne Rutledge

6 Print Name: Wayne Rutledge

7 Title: Managing Member of WRBH, LLC
8 Partner (General Partner)

9
10 By: Brad Hardie

11 Print Name: Brad Hardie

12 Title: Managing Member of WRBH, LLC
13 Partner (General Partner)

14
15 Mailing Address:
16 352 W. Bedford Avenue, Suite 110
17 Fresno, CA 93711
18 Phone No: (559) 433-7613
19 Contact: General Manager

20 FOR ACCOUNTING USE ONLY:

21 Fund/Subclass: 0001/10000
22 ORG No.: 56107114
23 Account No.: 7870

24
25
26
27 DEN:lm
28

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: Lise Cray
Deputy

SUMMARY OF SERVICES

ORGANIZATION: RH Community Builders
ADDRESS: 352 W. Bedford Avenue, Suite 110, Fresno, CA 93711
TELEPHONE: (559) 433-7613
CONTACT: Brad Hardie and Wayne Rutledge
EMAIL: brad@regencyfresno.com and wayne@uhbagels.com
CONTRACT: Landlord Engagement and Risk Mitigation Fund Services
CONTRACT TERM: December 10, 2019 through June 30, 2020
July 1, 2020 through June 30, 2021
July 1, 2021 through June 30, 2022
July 1, 2022 through June 30, 2023 (optional)
July 1, 2023 through June 30, 2024 (optional)
CONTRACT AMOUNT: \$1,093,335

SUMMARY OF SERVICES

RH Community Builders (RHCB) will provide Landlord Engagement and Risk Mitigation Fund services to increase the available housing inventory of agencies working within the Fresno Madera Continuum of Care (FMCoC) Coordinated Entry System (CES), the centralized homeless services system in Fresno and Madera counties.

Landlord Engagement and Risk Mitigation Fund services are required to meet the needs of homeless individuals and families that are receiving services through FMCoC agencies and programs, but are unable to independently secure a long-term housing rental. Services are funded in part by the County of Fresno CalWORKs Housing Support Program (HSP) and are intended to ensure that HSP families are able to secure affordable housing placements.

TARGET POPULATION

This program will provide services to individuals and families residing in Fresno and Madera Counties that have been prioritized through the FMCoC CES but are unable to locate housing independently or by working with CES housing navigators.

Landlords targeted will be all landlords with multifamily or affordable rental units available in Fresno and Madera counties. Other key targets for these services will be nonprofit developers, local property management agencies, and landlords with small- to medium- sized holdings.

LANDLORD ENGAGEMENT SERVICES

Landlord Engagement services are intended to provide outreach, recruitment, engagement, and support to landlords in the community; to utilize landlord relationships to build a broad housing inventory; to secure permanent housing placements for homeless individuals and families; and to liaise between landlords and those housed through the program if needed. One full-time Program Manager and one part-time bilingual Housing Specialist will staff these services, with oversight from the General Manager(s).

RHCB will positively market FMCoC clients as tenants to rental property owners in the community, with the goal of increasing access to rental units for homeless families. In addition,

the Housing Specialist will work to address landlord issues with the client directly, if the household placed through the program does not have case management through a FMCoC program. The Housing Specialist will also provide tenant education to clients that have been identified as needing additional support in order to retain their housing.

RHCB will manage a local centralized housing inventory database of local landlords and property managers that are willing to work with the identified target population, as well as specific housing units. This listing will be available to local homeless services agencies for locating housing placements for homeless individuals and families.

RISK MITIGATION FUND SERVICES

The Landlord Risk Mitigation Fund is available to landlords to compensate for specific costs incurred by eligible individuals and families, such as excess damage to rental units or unpaid rent. The purpose of the fund is to incentivize landlords to relax screening criteria for people who are experiencing homelessness and who may have barriers to obtaining housing independently, and to preserve landlord relationships in case of financial losses. Management and administration of claims to the Fund will be made by the Program Manager or General Manager(s).

RHCB will develop policies and procedures for the fund in collaboration with DSS, and work with agencies and local landlords to administer the fund. Eligible costs will include damages beyond the security deposit, and other reasonable costs to be determined by DSS. Thorough documentation, legal review, and detailed recordkeeping of all transactions will be required. Client enrollment will be determined on an individual basis by FMCoC agency case managers. RH Community Builders will document enrollment and resolve claims in a timely manner. Eligibility for Risk Mitigation payments will be limited to a maximum of two years after client enrollment.

SUBRECIPIENT RESPONSIBILITIES

I. Landlord Engagement

- Be familiar with the FMCoC and the CES for housing placements, including general CES operations.
- Be available to promptly respond to inquiries from current and prospective landlords.
- Be informed about the affordable rental market in Fresno and Madera counties, and be knowledgeable about both renters' and landlords' rights and responsibilities.
- Develop outreach materials, including general program information, program contact information, and other needed program materials, and provide these materials to landlords.
- Provide regular and coordinated outreach activities to landlords in the community to educate about the FMCoC and CES clients. Outreach activities will be in person, by phone, via mail, via email, and at community and industry events.
- Meet with landlords and property managers in person to share information and answer questions about the FMCoC and its programs, or specific households, as needed.
- Provide tenant education to clients placed through the program that have been identified as needing additional support in order to comply with their lease and retain housing.
- Respond to landlord and property management concerns, including concerns about individual families, and work with landlords and agencies to resolve problems in a fair and neutral manner.
- Track all outreach and engagement activities to document the individuals and organizations contacted, as well as the outcome of the contact (when applicable).

- Track all prospective rental vacancies, including any relevant data requested by FMCoC, in a local, centralized housing database. This database must be fully developed and available for use by June 30, 2020.
- Ensure that the FMCoC is well informed about properties and units so that appropriate housing placements can be made.

II. Risk Mitigation Fund

- Manage a fund to cover costs, beyond the deposit, that may be incurred by FMCoC households that have been placed in rental housing by FMCoC agencies.
- Provide rent guarantees for cases where clients may break a lease or otherwise cause financial losses to property owners.
- In consultation with DSS, develop the policies, standards, and guidelines for the Landlord Risk Mitigation Fund, including limits for each eligible cost and for claim totals.
- Ensure that policies and procedures for the Risk Mitigation Fund are in place within 90 days of contract execution.
- Based on funding limits and expected number of claims, determine the number of clients that may be enrolled in the program and ensure that this enrollment limit is not surpassed.
- Ensure appropriate legal review is provided as necessary in the development of policies and any required contracts or agreements.
- Ensure that all funds paid out are in compliance with the guidelines developed, including back-up documentation and photographic verification, when applicable.
- Ensure that all claims to the Risk Mitigation Fund are resolved within 90 days of initial receipt.

DSS RESPONSIBILITIES

- Ensure that at least 75% of clients placed through Engagement services have case management through their placing FMCoC program.
- Schedule and facilitate meetings as often as needed for service coordination, problem resolution, information sharing, training, review, and monitoring of services.
- Communicate and coordinate with RHCBC as often as needed to ensure that services are provided in the most effective, efficient, and timely manner possible.
- In instances where units owned or managed by partners of RHCBC are damaged and eligible for compensation by the Risk Mitigation Fund, all claims will be processed by DSS directly. RHCBC may not process these claims.

PERFORMANCE OUTCOMES

RHCBC will 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.

RHCBC will meet the following outcomes:

- Identify and make available 80 affordable housing units per year to FMCoC programs and households.
 - No more than 30% of units counted toward this outcome may be managed by RHCBC partners; no units owned by RHCBC partners may be counted toward this outcome.
- Recruit a minimum of 6 landlords in the first seven month term, and a minimum of 10 new landlords in subsequent years, that have not rented to FMCoC clients or agencies within the past twelve months.
- By June 30th, 2022, have recruited and maintain a pool of at minimum 25 landlords to rent to FMCoC households on an ongoing basis.

BUDGET SUMMARY

ORGANIZATION: RH Community Builders
 SERVICES: Landlord Engagement and Risk Mitigation Fund Services
 CONTRACT TERM: December 10, 2019 through June 30, 2020
 CONTRACT TOTAL: \$1,093,335
 TERM TOTAL: \$186,667

| Budget Categories | Amount |
|--|---------------------------|
| <hr/> | |
| Landlord Engagement | |
| <hr/> | |
| Salaries | |
| 1 FTE Program Manager - 60% direct service, 40% administrative oversight | |
| .75 FTE Bilingual Housing Specialist - 100% direct service | |
| .1 FTE General Manager - 10% administrative oversight | |
| Payroll Taxes | |
| Benefits | |
| Insurance | |
| Communication | |
| Office Expenses | |
| Equipment | |
| Transportation and Travel | |
| Program Supplies | |
| Fiscal & Audits | |
| Training | |
| Other Operational Expenses | |
| | Subtotal \$131,333 |
| <hr/> | |
| Risk Mitigation Fund | |
| <hr/> | |
| Funds Available to Landlords | |
| | Subtotal \$36,667 |
| <hr/> | |
| Indirect Costs | |
| <hr/> | |
| Indirect Costs | |
| | Subtotal \$18,667 |
| <hr/> | |
| | Total \$186,667 |

BUDGET SUMMARY

ORGANIZATION: RH Community Builders
 SERVICES: Landlord Engagement and Risk Mitigation Fund Services
 CONTRACT TERM: July 1, 2020 through June 30, 2021
 CONTRACT TOTAL: \$1,093,335
 TERM TOTAL: \$240,667

| Budget Categories | Amount |
|--|------------------|
| Landlord Engagement | |
| Salaries | |
| 1 FTE Program Manager - 60% direct service, 40% administrative oversight | |
| .75 FTE Bilingual Housing Specialist - 100% direct service | |
| .1 FTE General Manager - 10% administrative oversight | |
| Payroll Taxes | |
| Benefits | |
| Insurance | |
| Communication | |
| Office Expenses | |
| Equipment | |
| Transportation and Travel | |
| Program Supplies | |
| Fiscal & Audits | |
| Training | |
| Other Operational Expenses | |
| Subtotal | \$183,600 |
| Risk Mitigation Fund | |
| Funds Available to Landlords | |
| Subtotal | \$36,667 |
| Indirect Costs | |
| Indirect Costs | |
| Subtotal | \$20,400 |
| Total | \$240,667 |

BUDGET SUMMARY

ORGANIZATION: RH Community Builders
 SERVICES: Landlord Engagement and Risk Mitigation Fund Services
 CONTRACT TERM: July 1, 2021 through June 30, 2022
 CONTRACT TOTAL: \$1,093,335
 TERM TOTAL: \$239,667

| Budget Categories | Amount |
|--|---------------------------|
| Landlord Engagement | |
| Salaries | |
| 1 FTE Program Manager - 60% direct service, 40% administrative oversight | |
| .75 FTE Bilingual Housing Specialist - 100% direct service | |
| .1 FTE General Manager - 10% administrative oversight | |
| Payroll Taxes | |
| Benefits | |
| Insurance | |
| Communication | |
| Office Expenses | |
| Equipment | |
| Transportation and Travel | |
| Program Supplies | |
| Fiscal & Audits | |
| Training | |
| Other Operational Expenses | |
| | Subtotal \$182,600 |
| Risk Mitigation Fund | |
| Funds Available to Landlords | |
| | Subtotal \$36,667 |
| Indirect Costs | |
| Indirect Costs | |
| | Subtotal \$20,400 |
| | Total \$239,667 |

BUDGET SUMMARY

ORGANIZATION: RH Community Builders
 SERVICES: Landlord Engagement and Risk Mitigation Fund Services
 CONTRACT TERM: July 1, 2022 through June 30, 2023 (optional)
 CONTRACT TOTAL: \$1,093,335
 TERM TOTAL: \$239,667

| Budget Categories | Amount |
|--|---------------------------|
| Landlord Engagement | |
| Salaries | |
| 1 FTE Program Manager - 60% direct service, 40% administrative oversight | |
| .75 FTE Bilingual Housing Specialist - 100% direct service | |
| .1 FTE General Manager - 10% administrative oversight | |
| Payroll Taxes | |
| Benefits | |
| Insurance | |
| Communication | |
| Office Expenses | |
| Equipment | |
| Transportation and Travel | |
| Program Supplies | |
| Fiscal & Audits | |
| Training | |
| Other Operational Expenses | |
| | Subtotal \$181,074 |
| Risk Mitigation Fund | |
| Funds Available to Landlords | |
| | Subtotal \$36,667 |
| Indirect Costs | |
| Indirect Costs | |
| | Subtotal \$21,926 |
| | Total \$239,667 |

BUDGET SUMMARY

ORGANIZATION: RH Community Builders
 SERVICES: Landlord Engagement and Risk Mitigation Fund Services
 CONTRACT TERM: July 1, 2023 through June 30, 2024 (optional)
 CONTRACT TOTAL: \$1,093,335
 TERM TOTAL: \$186,667

| Budget Categories | Amount |
|--|---------------------------|
| Landlord Engagement | |
| Salaries | |
| 1 FTE Program Manager - 60% direct service, 40% administrative oversight | |
| .25 FTE Bilingual Housing Specialist - 100% direct service | |
| .1 FTE General Manager - 10% administrative oversight | |
| Payroll Taxes | |
| Benefits | |
| Insurance | |
| Communication | |
| Office Expenses | |
| Equipment | |
| Transportation and Travel | |
| Program Supplies | |
| Fiscal & Audits | |
| Training | |
| Other Operational Expenses | |
| | Subtotal \$131,333 |
| Risk Mitigation Fund | |
| Funds Available to Landlords | |
| | Subtotal \$36,667 |
| Indirect Costs | |
| Indirect Costs | |
| | Subtotal \$18,667 |
| | Total \$186,667 |

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 18-CESH-12459

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME County of Fresno

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

Five (5) Years from the Effective Date

3. The maximum amount of this Agreement is:

\$1,563,085.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Table with 3 columns: EXHIBITS, TITLE, PAGES. Lists Exhibits A-F and their respective titles and page counts, including a total of 13 pages.

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

ATTEST:

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

By [Signature] Deputy

STATE CA ZIP 93779

TITLE Chairman, Board of Supervisors DATE SIGNED

[Signature] December 10, 2019

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Fresno

CONTRACTOR BUSINESS ADDRESS P.O. Box 24055 CITY Fresno

PRINTED NAME OF PERSON SIGNING

Nathan Maggig

CONTRACTOR AUTHORIZED SIGNATURE

[Signature]

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS 2020 W. El Camino Ave., Suite 130 CITY Sacramento

STATE CA ZIP 95833

PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart

TITLE Contracts Manager, Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

EXHIBIT A**AUTHORITY, PURPOSE AND SCOPE OF WORK****1. Authority**

Pursuant to Part 2 of Division 31 Chapter 2.8 of the Health and Safety Code (commencing with Section 50490) enacted in 2018, as amended and in effect from time to time (the "CESH Statutes"), the State has established the California Emergency Solutions and Housing Program (the "Program"). This Standard Agreement along with all its exhibits (the "Agreement") is entered under the authority of, and in furtherance of the purpose of, the Program. Pursuant to Health and Safety Code, Section 50490.1(b), the California Department of Housing and Community Development (referred to herein as "HCD" or "Department") has issued that certain Notice of Funding Availability, dated August 15, 2018, as amended from time to time (the "NOFA") to govern administration of the fund and carry out the Program.

2. Purpose

In accordance with the authority cited above, an application was made to the State (the "Application") for assistance from the Program for the purpose of funding eligible activities relating to homelessness within a specified Continuum of Care ("CoC") service area, as defined in Health and Safety Code Section 50490. By entering into this Agreement and thereby accepting the award of the CESH grant funds (the "Grant"), the Contractor (sometimes referred to herein as the "Applicant") agrees to comply with the terms and conditions of the NOFA, this Agreement, the representations contained in the Application, and the requirements of the authorities cited above.

3. Definitions

Capitalized terms not otherwise defined herein shall have the meaning of the definitions set forth in Health and Safety Code Section 50490.

4. Scope of Work

The scope of work ("Work") for this Agreement shall consist of one or more of the following eligible uses:

- A. Rental assistance, housing relocation and stabilization services to ensure housing affordability to individuals experiencing homeless or who are at risk of homelessness.
- B. Operating subsidies in the form of 15-year capitalized operating reserves for new and existing affordable permanent housing units for homeless individuals and/or families.
- C. Flexible housing subsidy funds for local programs that establish or support the provision of rental subsidies in permanent housing to assist homeless individuals and families. Funds used for purposes of this paragraph may support rental assistance, bridge subsidies to property owners waiting for approval from another permanent rental subsidy source, vacancy payments, or project-based rent or operating reserves.

EXHIBIT A

- D. Operating support for emergency housing interventions, including, but not limited to, the following:
- 1) Navigation centers that provide temporary room and board and case managers who work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter.
 - 2) Street outreach services to connect unsheltered homeless individuals and families to temporary or permanent housing.
 - 3) Shelter diversion, including, but not limited to, homelessness prevention activities such those described in 24 CFR 576.103, and other necessary service integration activities such as those described in 24 CFR 576.105, to connect individuals and families to alternate housing arrangements, services, and financial assistance
- E. Systems support for activities necessary to maintain a comprehensive homeless services and housing delivery system, including Coordinated Entry System (CES) data, and Homeless Management Information System (HMIS) reporting, and homelessness planning activities.
- F. Development or updating of a CES, if the CoC does not have a system in place that meets the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section II.E.3.A of the NOFA.
- G. Development of a plan addressing actions to be taken within the CoC service area if no such plan exists.
- H. Contractor may contract with a Subrecipient if the Contractor determines that the Subrecipient is qualified to carry out the eligible activities with the allocated funds. Subrecipients shall include a unit of local government, a private non-profit, or a for-profit organization

5. Department Contract Coordinator

The Department's Contract Coordinator for this Agreement is the Grant Management CESH Program Manager of the Division of Financial Assistance, or their designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the Department Contract Coordinator at the following address:

California Department of Housing and Community Development
ATTENTION: California Emergency Solutions and Housing Grant Fund Program (CESH)
Grant Management Section
2020 West El Camino Avenue, Suite 400, 95833
P. O. Box 952050
Sacramento, CA 94252-2050

EXHIBIT A

6. Contractor Contract Coordinator

The Contractor’s contract coordinator for this Agreement is the Authorized Representative listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail, or sent through a commercial courier to the Authorized Representative at the following address:

| | |
|----------------------------------|--|
| Authorized Representative Name: | Delfino Neira |
| Authorized Representative Title: | Director, Department of Social Services |
| Agency Name: | County of Fresno |
| Address: | 205 W. Pontiac Way Clovis, CA 93612 |
| Phone No.: | (559) 600-2301 |
| Email Address: | dneira@fresnocountyca.gov |

7. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon approval by the Department, which is the date executed by all parties (such date, the “Effective Date”).
- B. This Agreement shall terminate five (5) years after the Effective Date as stated in STD 213, paragraph 2 (such date, the “Expiration Date”).
- C. Grant expenses must be incurred from the Effective Date of this Agreement until the date which is 90 calendar days prior to the Expiration Date (such date, the “Expenditure Deadline”).
- D. Any expenses incurred prior to the Effective Date or after the Expenditure Deadline will not be eligible for payment from any Grant funds. Any Grant funds which have not been expended by the Expenditure Deadline shall be disencumbered and revert to the Department.
- E. Contractor must issue award letters to any Subrecipients within 24 months of an award letter from HCD.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

Contractor has been awarded the following grant activity amounts:

| | |
|--|--------------------|
| Rental Assistance, Housing Relocation and Stabilization Services | \$ 784,931 |
| Operating Support for Emergency Housing Interventions | \$ 600,000 |
| Development of a Plan Addressing Actions Within Service Area | \$ 100,000 |
| Projected Administration Costs | \$ <u>78,154</u> |
| TOTAL AWARD AMOUNT | \$1,563,085 |

Contractor will be responsible for maintaining oversight of any minimum and maximum grant activity amounts, since they will be evaluating Subrecipient applications and managing those contracts.

2. Conditions of Disbursement

Prior to receiving any Grant funds, the Contractor shall submit the following for the Department's approval:

- A. Payee Data Record (Std. 204) or Government TIN Form, as applicable;
- B. Certification from the CoC documenting that the Contractor has been designated by the CoC to administer the Grant;
- C. HUD Coordinated Entry Process Self-Assessment or, alternatively, documentation satisfactory to the Department in its reasonable discretion which demonstrates that a minimum of 20 percent of the allocation to the CoC service area will be used to implement or update its systems to comply with the applicable HUD requirements;
- D. Local program or project selection process documentation satisfactory to the Department in its reasonable discretion; and,
- E. Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of Grant funds.

EXHIBIT B

3. Performance

- A. Contractor must issue award letters to any Subrecipients within 24 months of an award letter from HCD.

4. Fiscal Administration

- A. The Contractor may request a disbursement of up to 40 percent of total awarded Grant funds at one time. After initial disbursement, Contractor must demonstrate prior to each subsequent disbursement request, using the forms provided by HCD, that at least 80 percent of Grant funds previously disbursed have been expended by Contractor or otherwise awarded to Subrecipients pursuant to the terms of this Agreement. Administrative costs related to the planning and execution of eligible activities shall not exceed 5 percent of each disbursement.
- B. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest-bearing checking or savings account insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for eligible Program activities and accounted for in Contractor's annual expenditure report.
- C. The Contractor shall make a good faith effort to minimize the number of disbursement requests by anticipating and requesting funds in advance.
- D. The Contractor may request that Grant funds awarded for a certain eligible activity be moved to another awarded activity without an amendment to this Agreement. This request must be made in writing to HCD and shall be effective only upon written HCD approval. HCD's decision to approve or deny any such request shall be final, absent fraud, mistake or arbitrariness.
- E. Any Grant funds which have not been expended by the Expenditure Deadline must be returned to HCD with accrued interest. Checks shall be made payable to the Department of Housing and Community Development and shall be mailed to the Department at the address below, no later than (thirty) 30 calendar days after the Expenditure Deadline.

California Department of Housing and Community Development
Accounting Division, Suite 300
2020 W. El Camino Avenue
Sacramento, California 95833

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

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

EXHIBIT D

CESH PROGRAM TERMS AND CONDITIONS

1. Strict Compliance

Contractor will strictly comply with the terms, conditions and requirements of the CESH Statutes, the NOFA and this Agreement.

2. Contractor's Application for Funds

- A. Contractor has submitted to the Department an Application for a Grant under the Program. The Department is entering into this Agreement based on, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. Contractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the Grants or activities governed by this Agreement, then the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

3. Eligible Activities

Grant funds awarded to the Contractor and expended by either the Contractor or any Subrecipient shall be used for the eligible activities set forth in Exhibit A as required by the CESH Statutes. The following additional limitations or requirements shall apply:

- A. A Contractor shall not use more than 40 percent of any funds allocated in a fiscal year for operating support for emergency housing interventions as described in Health and Safety Code Section 50490.4(f).
- B. If the CoC does not have a functioning CES and HMIS that meet the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section II.E.3.A of the NOFA, a minimum of 20 percent of the allocation to the CoC service area will be used to implement or update its systems to comply with such requirements. Eligible CES costs do not include capital development activities, including, but not limited to, real property acquisition, construction, or rehabilitation activities.
- C. A Contractor shall not use more than 5 percent of an allocation for a CoC service area for administrative costs related to the planning and execution of eligible activities. A Contractor may share any funds available for administrative costs with Subrecipients.

EXHIBIT D

- D. Rental assistance provided as an eligible activity shall not exceed 48 months for each assisted household and rent payments shall not exceed two times the current HUD fair market rent for the local area, as determined pursuant to 24 CFR part 888.

4. Core Practices

- A. A Contractor or Subrecipient must provide eligible activities in a manner consistent with the housing first practices described in California Code of Regulations, title 25, section 8409(b)(1)-(6). A Contractor or Subrecipient allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code.
- B. Except in the case of a program or project specifically targeting homelessness prevention activities as part of shelter diversion activities, as described in Section II.B.4.C of the NOFA, a Contractor that is allocated CESH Program funds shall prioritize assistance to homeless individuals and families over assistance to individuals and families at risk of homelessness.

5. Monitoring Grant Activities

- A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with CESH requirements. An onsite monitoring visit of Subrecipients and any other service providers shall occur whenever determined necessary by the Contractor, but at least once during the Grant period.
- B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any Subrecipients of the Contractor as the Department deems appropriate based on a risk assessment.
- C. The Department will monitor the performance of the Contractor and funded projects based on the performance measures tracked by HMIS data for the CoC service area. The Department will work collaboratively with the Contractor to develop performance improvement plans if project-level or system-wide performance is determined to be substandard by the Department in its reasonable discretion.
- D. As requested by the Department, the Contractor shall submit to the Department all CESH monitoring documentation necessary to ensure that Contractor and its Subrecipients are in continued compliance with CESH requirements. Such documentation requirements and the submission deadline shall be provided by the Department at the time such information is requested from the Contractor.

EXHIBIT D

6. Reporting/Audits

- A. Commencing with the Effective Date of this Agreement and continuing through the Expiration Date, the Contractor shall submit an annual report to the Department by July 31 of each year that reports all activities from the previous fiscal year (7/1–6/30), on forms provided by the Department.

The first report will be due on July 31, 2020 and will report all activities from date of initial fund disbursement through June 30, 2019 in addition to reporting all activities from the 7/1/19 – 6/30/20 fiscal year.

- B. The annual expenditure report shall contain a detailed report which must include, at a minimum:

- 1) The Contractor's program or project selection process performed in collaboration with the CoC;
- 2) Amounts awarded to Subrecipients with the activity(ies) identified;
- 3) Projected performance measures;
- 4) Contract expenditures;
- 5) The expenditures and activities of any Subrecipients for each year of the term of the contract with HCD until all funds awarded to a Subrecipient have been expended; and,
- 6) Progress on the following performance measures and others established by the Contractor and described in the Application to evaluate success in implementing eligible activities:
 - a) The number of homeless persons served;
 - b) The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project;
 - c) The number of homeless persons exiting the program or project to permanent housing; and,
 - d) The number of persons that return to homelessness after exiting the program or project.

- C. The Contractor is responsible for the completion of audits and all costs of preparing audits.

EXHIBIT D

- D. The Department reserves the right to perform or cause to be performed a financial audit. At the Department's request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- E. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in 24 CFR 85.36.
 - 1) The Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
 - 2) The Contractor is responsible for the completion of audits and all costs of preparing audits.
 - 3) If there are audit findings, the Contractor must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.

7. Retention and Inspection of Records

- A. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds.
- B. The Contractor agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide the Department or its designee, with any relevant information requested. The Contractor agrees to permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the CESH Statutes, the NOFA, and this Agreement.
- C. The Contractor further agrees to retain all records for a period of (5) five years after the end of the term of this Agreement:
 - 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

EXHIBIT D

2) The Contractor also agrees to include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees. The Contractor shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.

D. The determination by the Department of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and HCD shall determine the reimbursement method for the amount disallowed.

E. The Contractor shall retain all books and records relevant to this Agreement for a minimum of (5) five years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

8. Breach and Remedies

A. The following shall each constitute a breach of this Agreement:

- 1) Contractor's failure to comply with the terms of this Agreement.
- 2) Use of, or permitting the use of, Grant funds provided under this Agreement for any ineligible costs or for activities not approved under this Agreement.
- 3) Any failure to comply with the deadlines set forth in this Agreement.

B. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may:

- 1) Bar the Contractor from applying for future CESH funds;
- 2) Revoke any other existing CESH award(s) to the Contractor;
- 3) Require the return of any unexpended CESH funds disbursed under this Agreement;
- 4) Require repayment of CESH funds disbursed and expended under this agreement;
- 5) Require the immediate return to the Department of all funds derived from the use of CESH funds including, but not limited to recaptured funds and returned funds;
- 6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with the CESH Program requirements; and,

EXHIBIT D

7) Seek such other remedies as may be available under the relevant agreement or any law.

C. All remedies available to the Department are cumulative and not exclusive.

D. The Department may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

9. Termination

A. The Department may terminate this Agreement at any time for cause by giving a minimum of fourteen (14) days' notice of termination, in writing, to the Contractor. Cause shall consist of, violations of any terms and/or special conditions of this Agreement, the CESH Statutes, or the NOFA. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department within thirty (30) days of the notice of termination.

B. This Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

C. The Department has the option to terminate this Agreement under the fourteen (14) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

10. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

11. Relocation

Contractor shall comply with all requirements of applicable California relocation law (Gov. Code, § 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regulations, Title. 25, § 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.

EXHIBIT D

12. **Special Conditions-Contractors and Subrecipients**

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of the Department prior to disbursement of funds. The Contractor shall ensure that all Subrecipients are made aware of and agree to comply with all conditions of this Agreement and the applicable State requirements governing the use of Grant funds. The Contractor shall ensure that all Subrecipients are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in cancellation of this Agreement.

13. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grant, the Contractor, its Subrecipients, and any other Grant activity.

14. **Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

EXHIBIT E

SPECIAL CONDITIONS

These Special Conditions are specific for this Standard Agreement.

1. None.

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: | |