

A G R E E M E N T

THIS AGREEMENT is made and entered into this 28th day of April, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **Community Action Partnership of Madera County**, a California Non-Profit Organization, whose address is 1225 Gill Avenue, Madera, CA 93637, hereinafter referred to as "SUBRECIPIENT."

WITNESSETH:

WHEREAS, COUNTY, through its Department of Social Services (DSS), is the Administrative Entity for the Emergency Solutions Grant (ESG) allocated to the Fresno Madera Continuum of Care (FMCoC) by the California Department of Housing and Community Development (HCD) to administer and implement the Emergency Solutions Grant (ESG) in the Fresno Madera Continuum of Care (FMCoC) jurisdiction, in accordance with the provisions of 24 CFR Part 576 (as now in effect and as may be amended from time to time) and the California Code of Regulations Title 25, Division 1, Chapter 7, Subchapter 20; and

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

WHEREAS, COUNTY, as the administrative entity of HCD ESG funding, is required to collaborate and consult with the FMCoC regarding the use of HCD ESG funds and the designation of services and service provision in meeting the homeless needs in the community; and

WHEREAS, SUBRECIPIENT is willing and able to provide said homeless services, and related supportive services to residents within the FMCoC jurisdiction pursuant to the terms and conditions of this Agreement; and

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

1. OBLIGATIONS

A. SUBRECIPIENT shall perform all services and fulfill all responsibilities in accordance with the following: COUNTY's Request for Proposal (RFP) No. 19-011 dated August 15, 2018, and Addendum No. One (1), dated August 23, 2018, herein collectively referred to as COUNTY's Revised RFP No. 19-011 and SUBRECIPIENT's Response to Revised RFP No. 19-011, dated September 5, 2018, all of which are incorporated

1 herein by reference.

2 B. SUBRECIPIENT shall provide all services and fulfill all responsibilities as set forth in
3 Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein.

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

6 D. SUBRECIPIENT shall participate in monthly, or as needed, meetings consisting of staff
7 from COUNTY's DSS to discuss requirements, data reporting, training, policies and procedures, overall program
8 operations, and any problems or foreseeable problems that may arise.

9 E. SUBRECIPIENT shall maintain membership in the FMCoC and participate in
10 Coordinated Entry throughout the term of this Agreement, as described in Exhibit A. If, for any reason, this status
11 is not maintained, the COUNTY may terminate this Agreement pursuant to Section Three (3) of this Agreement.

12 F. In the event of any inconsistency among the documents described in Paragraph A herein
13 above, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this
14 Agreement, including all Exhibits attached hereto; 2) COUNTY's Revised RFP No. 19-011; and 3)
15 SUBRECIPIENT's Response to Revised RFP. A copy of COUNTY's Revised RFP 19-011, and
16 SUBRECIPIENT's Response to Revised RFP, shall be retained and made available during the term of this
17 Agreement by COUNTY's DSS.

18 **2. TERM**

19 The term of this Agreement shall commence on April 28, 2020, through and including December 31,
20 2020. This Agreement may be extended for two (2) additional twelve (12) month periods upon the approval of
21 both parties no later than thirty (30) days prior to the first day of the next twelve-month extension period. The
22 Director of the Department of Social Services or designee is authorized to execute such written approval on behalf
23 of COUNTY based on SUBRECIPIENT's satisfactory performance.

24 **3. TERMINATION**

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

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

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

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

13 C. Without Cause - Under circumstances other than those set forth above, this Agreement
14 may be terminated by SUBRECIPIENT or COUNTY or COUNTY’S DSS Director, or designee, upon thirty (30)
15 days advance written notice of an intention to terminate this Agreement.

16 **4. COMPENSATION**

17 For actual services provided as identified in the terms and conditions of this Agreement, COUNTY
18 agrees to pay SUBRECIPIENT and SUBRECIPIENT agrees that SUBRECIPIENT will be reimbursed for its
19 expenses in providing services under this Agreement in accordance with Exhibit B, “Budget Summary,” attached
20 hereto and by this reference incorporated herein. Mandated travel shall be reimbursed based on actual
21 expenditures and mileage reimbursement shall be at SUBRECIPIENT’s adopted rate per mile, not to exceed the
22 IRS published rate.

23 In no event shall the cumulative total of this Agreement exceed Six Hundred Sixty Thousand,
24 Four Hundred Eighty and No/100 Dollars (\$660,480.00). For the period April 28, 2020 through December 31,
25 2020, in no event shall services performed under this Agreement be in excess of One Hundred Six Thousand and
26 No/100 Dollars (\$106,000.00). For each subsequent twelve (12) month period of this Agreement, in no event
27 shall services provided under this Agreement be in excess of Two Hundred Seventy-Seven Thousand, Two
28 Hundred Forty and No/100 Dollars (\$277,240.00). Payments by COUNTY shall be in arrears, for services

1 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval of
2 SUBRECIPIENT's invoices by COUNTY.

3 It is understood that all expenses incidental to SUBRECIPIENT's performance of services under
4 this Agreement shall be borne by SUBRECIPIENT. If SUBRECIPIENT should fail to comply with any provision
5 of this Agreement, COUNTY shall be relieved of its obligation for further compensation. Any compensation
6 which is not expended by SUBRECIPIENT pursuant to the terms and conditions of this Agreement shall
7 automatically revert to COUNTY.

8 **5. INVOICING**

9 With the exception of the final invoice, SUBRECIPIENT shall invoice COUNTY's DSS in arrears by
10 the tenth (10th) of each month for expenditures incurred to provide services rendered in the previous month to:
11 DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears, for actual services provided
12 during the preceding month, within forty-five (45) days after receipt, verification and approval of SUBRECIPIENT's
13 invoices by COUNTY's DSS. A monthly activity report shall accompany the invoice, reflecting services supported by
14 the invoiced expenditures and be in a form and in such detail as acceptable to the COUNTY's DSS. All final claims
15 and/or any final budget modification requests shall be submitted by SUBRECIPIENT within sixty (60) days
16 following the final month of service for which payment is claimed. No action shall be taken by COUNTY on
17 claims submitted beyond the sixty (60) day closeout period.

18 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is otherwise
19 not in proper form or detail, COUNTY's DSS Director or designee shall have the right to withhold full payment of the
20 invoice that is incorrect or improper after five (5) days prior written notice or email correspondence to
21 SUBRECIPIENT. SUBRECIPIENT agrees to continue to provide services for a period of ninety (90) days after
22 written or email notification of an incorrect or improper invoice. If after the ninety (90) period the invoice(s) is still not
23 corrected to COUNTY's DSS satisfaction, COUNTY or COUNTY's DSS Director or designee may elect to terminate
24 this Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement.

25 **6. INDEPENDENT CONTRACTOR**

26 In performance of the work, duties and obligations assumed by SUBRECIPIENT under this
27 Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of the
28 SUBRECIPIENT'S officers, agents, and employees will at all times be acting and performing as an independent

1 contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer,
2 partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the
3 manner or method by which SUBRECIPIENT shall perform its work and function. However, COUNTY shall retain
4 the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance
5 with the terms and conditions thereof.

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

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

15 **7. MODIFICATION**

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

18 B. Notwithstanding the above, changes to line items in Exhibit B, Budget, in an amount not to
19 exceed ten percent (10%) of the total maximum compensation as identified in Section Four (4) of this Agreement, may
20 be made with the written approval of COUNTY's DSS Director or designee and SUBRECIPIENT. Budget line item
21 changes shall not result in any change to the maximum compensation amount payable to SUBRECIPIENT, as stated
22 herein.

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

1 **8. NON-ASSIGNMENT**

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

9 **9. HOLD HARMLESS**

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

17 **10. INSURANCE**

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

22 A. Commercial General Liability

23 Commercial General Liability Insurance with limits of not less than Two Million Dollars
24 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be
25 issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products
26 liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance
27 deemed necessary because of the nature of this contract.

28 B. Automobile Liability

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

4 C. Professional Liability

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

8 D. Worker's Compensation

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

10 E. Additional Requirements Relating to Insurance

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

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

23 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,
24 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the foregoing
25 policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219, Attention: Contract
26 Analyst, stating that such insurance coverage has been obtained and is in full force; that the County of Fresno, its
27 officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's
28 compensation insurance the SUBRECIPIENT has waived its right to recover from the COUNTY, its officers, agents,

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

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

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

13 **11. CONFLICT OF INTEREST**

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

21 **12. NON-DISCRIMINATION**

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

27 **13. LIMITED ENGLISH PROFICIENCY**

28 SUBRECIPIENT shall provide interpreting and translation services to persons participating in

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

10 **14. CLEAN AIR AND WATER**

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

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

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

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

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

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

26 For purposes of this paragraph, SUBRECIPIENT will be referred to as the "grantee." By
27 drawing funds against this grant award, the grantee is providing the certification that is required by regulations
28 implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require

1 certification by grantees that they will maintain a drug-free workplace. False certification or violation of the
2 certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide
3 suspension or debarment. SUBRECIPIENT shall also comply with the requirements of the Drug-Free Workplace Act
4 of 1990 (California Government Code section 8350 et seq.).

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

7 A. COUNTY and SUBRECIPIENT recognize that SUBRECIPIENT is a recipient of Federal
8 funds under the terms of this Agreement. By signing this Agreement, SUBRECIPIENT agrees to comply with
9 applicable Federal suspension and debarment regulations, including but not limited to: 7 CFR 3016.35, 29 CFR 97.35,
10 45 CFR 92.35, and Executive Order 12549. By signing this Agreement, SUBRECIPIENT attests to the best of its
11 knowledge and belief, that it and its principals:

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

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

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

20 C. SUBRECIPIENT shall include a clause titled “Certification Regarding Debarment,
21 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions” and similar in nature to
22 this paragraph in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

23 D. SUBRECIPIENT shall, prior to soliciting or purchasing goods and services in excess of
24 \$25,000 funded by this Agreement, review and retain the proposed vendor’s suspension and debarment status at
25 <https://www.sam.gov/SAM/>.

26 **17. CONFIDENTIALITY**

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

1 **18. DATA SECURITY**

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

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

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

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

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

24 **19. PROPERTY OF COUNTY**

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

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

8 **20. SINGLE AUDIT CLAUSE**

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

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

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

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

10 **21. AUDITS AND INSPECTIONS**

11 The SUBRECIPIENT shall at any time during business hours, and as often as the COUNTY may
12 deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters
13 covered by this Agreement. The SUBRECIPIENT shall, upon request by the COUNTY, permit the COUNTY to audit
14 and inspect all of such records and data necessary to ensure SUBRECIPIENT'S compliance with the terms of this
15 Agreement.

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

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

28 **22. FRATERNIZATION**

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

4 **23. STATE ENERGY CONSERVATION**

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

8 **24. CHARITABLE CHOICE**

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

20 **25. PROHIBITION ON PUBLICITY**

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

28 **26. PUBLIC INFORMATION**

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

2 **27. NOTICES**

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

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Director, COUNTY OF FRESNO	Executive Director
Department of Social Services	Community Action Partnership of Madera County
P.O. Box 1912	1225 Gill Avenue
Fresno, CA 93718-1912	Madera, CA 93637

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

22 **28. GOVERNING LAW**

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

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

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

28 In the event of any change in the status of SUBRECIPIENT's leadership or management,

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

6 **30. LOBBYING AND POLITICAL ACTIVITY**

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

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

12 **31. NEPOTISM**

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

15 **32. SUPPLEMENTAL SOURCES**

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

20 **33. COMPLIANCE WITH APPLICABLE LAWS**

21 SUBRECIPIENT shall comply with all rules and regulations established pursuant to Housing and
22 Urban Development regulations at 24 CFR Part 576, as revised by the Emergency Solutions Grant and Consolidated
23 Plan conforming Amendments Interim Rule, published in the Federal Register on December 5, 2011 (79 Fed. Reg.
24 75954). SUBRECIPIENT must also comply with all applicable fair housing and civil rights requirements in 24 CFR
25 5.105(a). SUBRECIPIENT and any subcontractors shall comply with all applicable local, State, Federal laws,
26 ordinances, regulations, and Fresno County Charter provisions applicable to the performance of services.

27 **34. ESG ELIGIBILITY AND REPORTING REQUIREMENTS**

28 A. SUBRECIPIENT is required to utilize the FMCoC Coordinated Entry System for

1 all clients served under ESG.

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

4 C. COUNTY's failure to inform SUBRECIPIENT of any reporting requirements shall not
5 relieve SUBRECIPIENT of compliance with any ESG eligibility and reporting requirements. SUBRECIPIENT
6 agrees, in accordance with the requirements of the ESG program, that ALL beneficiaries of SUBRECIPIENT's
7 activities provided under this Agreement must meet the following minimum criteria:

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

10 (2) The households targeted must be those most in need of this assistance and most
11 likely to achieve stable housing, whether subsidized or unsubsidized, outside of ESG after the program concludes.

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

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

20 **35. MINIMUM DATA COLLECTION REQUIREMENTS**

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

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

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

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

22 **36. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

1 more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-
2 dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure
3 Form, attached hereto as Exhibit D and incorporated herein by reference, and submitting it to the COUNTY prior
4 to commencing with the self-dealing transaction or immediately thereafter.

5 **37. SEVERABILITY**

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

8 **38. ENTIRE AGREEMENT**

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

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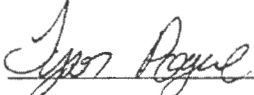
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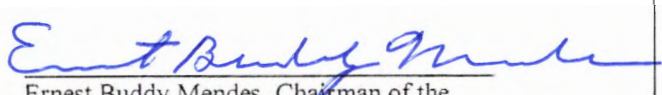
28 ///

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

3
4 **SUBRECIPIENT:**
5 **COMMUNITY ACTION PARTNERSHIP OF**
6 **MADERA COUNTY**

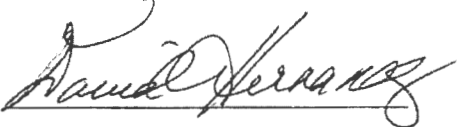
COUNTY OF FRESNO

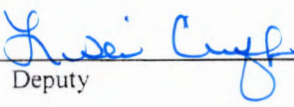
7 By: 
8 Print Name: Tyson Pogue


Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the
County of Fresno

9 Title: Chairman of the Board
10 Chairman of the Board, or
11 President, or any Vice President

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

16 By: 
17 Print Name: David Hernandez

18 By: 
19 Deputy

20 Title: Secretary/Treasurer
21 Secretary (of Corporation), or
22 any Assistant Secretary, or
23 Chief Financial Officer, or
24 any Assistant Treasurer

25 Mailing Address:
26 Community Action Partnership of Madera County
27 1225 Gill Avenue
28 Madera, CA 93637
Phone No: (559) 673-9173
Contact: Chief Financial Officer

FOR ACCOUNTING USE ONLY:
Fund/Subclass: 0001/10000
ORG No.: 56107001
Account No.: 7870
DEN:cwc

SUMMARY OF SERVICES

ORGANIZATION: Community Action Partnership of Madera County, Inc.

ADDRESS: 1225 Gill Avenue, Madera, CA 93637

SERVICE ADDRESS: 1225 Gill Avenue, Madera, CA 93637

SERVICES: Housing and Community Development Emergency Solutions Grant for Homeless Services in Madera County

TELEPHONE: (559) 673-9173

CONTACT: Mattie Mendez, Executive Director

EMAIL: mmendez@maderacap.org

CONTRACT PERIOD: April 28, 2020 to December 31, 2020
January 1, 2021 to December 31, 2021 (optional)
January 1, 2022 to December 31, 2022 (optional)

CORE SERVICES

Community Action Partnership of Madera County, Inc. (CAPMC) will use the California Department of Housing and Community Development (HCD) Emergency Solutions Grant (ESG), to administer services to homeless individuals and families in Madera County in accordance with ESG regulations. CAPMC will provide the following services to assist homeless individuals regain stable permanent housing: Rapid Rehousing, Homeless Prevention, Emergency Shelter, and Street Outreach. CAPMC will also utilize the Homeless Management Information System (HMIS) approved by the Fresno Madera Continuum of Care to collect and record data.

Two staff will be hired to provide ESG services and include an ESG Program Coordinator/ Outreach Worker and an ESG Case Manager/Outreach Worker. These staff will be supervised by CAPMC's Community Services Program Manager to ensure program objectives are met.

CAPMC staff will seek out homeless individuals and families and attempt to provide housing services to participants. CAPMC will provide Emergency Shelter in the form of hotel/motel vouchers when no appropriate emergency shelter is available and will document alternate options attempted. Staff will work with participants to assist with finding, applying for, and obtaining permanent housing. Rapid rehousing financial assistance will be provided as appropriate along with case management services. Staff will meet with program participants at least three times a month in order to ensure

clients are able to achieve their personal goals including obtaining and maintaining permanent housing. Homeless Prevention will be provided to individuals and families at-risk of becoming homeless. The income of all participants must be below 30% of Madera County's median income as determined annually by HUD and must be verified and documented in each case file

TARGET POPULATION

- Individuals and families, defined by 24 CFR 576.2, as homeless or at-risk, with an income below 30% of Madera County's median income.

HOUSING FIRST SERVICES

All services must follow a Housing First model. Compliance with Housing First requires the following: 1. Low barriers to entry; 2. Intake process is expedited, client-centered, and flexible; 3. Access to housing is without preconditions; 4. Families and individuals are connected to permanent housing as early as possible in case planning; 5. Temporary housing/emergency shelter is offered; 6. Services are client-centered and delivered in accordance with evidence-based practices; 7. Leases or contractual agreements are used and reflect the same rights and responsibilities as other tenants; and 8. Every effort is made to prevent a return to homelessness.

PROGRESSIVE ENGAGEMENT

Services will be provided in compliance with the Progressive Engagement approach. Progressive Engagement emphasizes the individual needs of each family, and seeks to provide the most minimal amount of assistance required, focused on the most urgent and immediate needs. The goal of Progressive Engagement is to empower individuals and families to resolve their own housing crisis to the greatest extent that they are able, build on each household's strengths, and foster self-sufficiency.

To comply with the Progressive Engagement model, CAPMC will provide services to each household based on an individualized assessment of each budget, and require that a portion of rental expenses be paid from the program outset, even if that amount is minimal. CAPMC will closely monitor the progress and needs of the household to determine those that require additional assistance, and intervene with additional support if a need is identified.

COUNTY RESPONSIBILITIES

The County will meet with CAPMC staff monthly, or as often as needed, for service coordination, problem/issue resolution, information sharing, training, review, and monitoring of services.

CAPMC RESPONSIBILITIES

CAPMC shall:

- Provide annual Civil Rights training to their staff in the beginning of every calendar year and will provide relevant proof to the County by April 1st
- Provide 100% match contribution for ESG funds and will provide verification of match prior to start of the Fiscal Year or upon request by the County.
- Adhere to all ESG Regulations including but not limited to 24 CFR 576 and CCR Title 25, Division 1, Chapter 7, Subchapter 20.
- Maintain membership in good standing in the Fresno Madera Continuum of Care (FMCoC) as defined by FMCoC bylaws, and participate in the Coordinated Entry System (CES).
- Utilize the FMCoC Coordinated Entry System for all clients served under ESG.
- Complete coordinated entry-approved assessments and enter all required data into HMIS within 72-hours of program entry.
- Provide Emergency Solutions Grant services described on the previous page under Core Services and as detailed in CAPMC's response to County's RFP 19-011.
- Provide hotel/motel vouchers, in accordance with ESG regulations, to homeless households only when the Emergency Shelter is full.
- Notify the County if a position becomes vacant or if a vacancy is filled within 10 business days of an event.

MONTHLY REPORTS

CAPMC shall provide complete and accurate monthly activity reports to the County of Fresno, in a report format approved by the County by the 10th of each month.

PERFORMANCE OUTCOMES

The following outcomes are to be met within the specified contract terms:

April 28, 2020 to December 31, 2020:

- 15 households assisted with Emergency Shelter
- 10 households assisted with Homeless Prevention Services
- 10 households assisted with Rapid Rehousing financial assistance
- Contact made with 100 unsheltered homeless through Street Outreach
- 100% of HMIS entries made within 72 hours of program entry
- 75% of households assisted will exit to permanent housing

January 1, 2021 to December 31, 2021:

- 30 households assisted with Emergency Shelter
- 20 households assisted with Homeless Prevention Services
- 15 households assisted with Rapid Rehousing financial assistance
- Contact made with 200 unsheltered homeless through Street Outreach
- 100% of HMIS entries made within 72 hours of program entry
- 75% of households assisted will exit to permanent housing

January 1, 2022 to December 31, 2022:

- 30 households assisted with Emergency Shelter
- 20 households assisted with Homeless Prevention Services
- 15 households assisted with Rapid Rehousing financial assistance
- Contact made with 200 unsheltered homeless through Street Outreach
- 100% of HMIS entries made within 72 hours of program entry
- 75% of households assisted will exit to permanent housing

Community Action Partnership of Madera County Budget

April 28, 2020 - December 31, 2020

Rapid Rehousing	\$ 42,400.00
Operational Expenses	
Housing Relocation and Stabilization Services	
Short- and Medium- Term Rental Assistance	
Emergency Shelter	\$ 15,900.00
Operational Expenses	
Direct Client Assistance	
Street Outreach	\$ 15,900.00
Operational Expenses	
Direct Client Assistance	
Homelessness Prevention	\$ 21,200.00
Operational Expenses	
Direct Client Assistance	
Homeless Management Information System (HMIS)	\$ 10,600.00
Hardware	
Software	
Training and Technical Assistance	
TOTAL	\$ 106,000.00

Community Action Partnership of Madera County Budget

January 1, 2021 - December 31, 2021

January 1, 2022 - December 31, 2022

Rapid Rehousing	\$ 110,896.00
Operational Expenses	
Housing Relocation and Stabilization Services	
Short- and Medium- Term Rental Assistance	
Emergency Shelter	\$ 41,586.00
Operational Expenses	
Direct Client Assistance	
Street Outreach	\$ 41,586.00
Operational Expenses	
Direct Client Assistance	
Homelessness Prevention	\$ 55,448.00
Operational Expenses	
Direct Client Assistance	
Homeless Management Information System (HMIS)	\$ 27,724.00
Hardware	
Software	
Training and Technical Assistance	
TOTAL	\$ 277,240.00

THIRTY PERCENT INCOME LIMITS
STATE:CALIFORNIA

-----30% L O W I N C O M E L I M I T S-----

	MEDIAN	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Bakersfield, CA MSA	57900	13650	15600	17550	19450	21050	22600	24150	25700
Chico, CA MSA	66500	14000	16000	18000	19950	21550	23150	24750	26350
El Centro, CA MSA	60700	13650	15600	17550	19450	21050	22600	24150	25700
Fresno, CA MSA	57300	13650	15600	17550	19450	21050	22600	24150	25700
Hanford-Corcoran, CA MSA	58100	13650	15600	17550	19450	21050	22600	24150	25700
Los Angeles-Long Beach-Anaheim, CA MSA									
Santa Ana-Anaheim-Irvine, CA HM	97900	24950	28500	32050	35600	38450	41300	44150	47000
Los Angeles-Long Beach-Glendale,	73100	21950	25050	28200	31300	33850	36350	38850	41350
Madera, CA MSA	59100	13650	15600	17550	19450	21050	22600	24150	25700
Merced, CA MSA	55500	13650	15600	17550	19450	21050	22600	24150	25700
Modesto, CA MSA	64500	13650	15600	17550	19450	21050	22600	24150	25700
Napa, CA MSA	100400	21100	24100	27100	30100	32550	34950	37350	39750
Oxnard-Thousand Oaks-Ventura, CA	97800	22000	25150	28300	31400	33950	36450	38950	41450
Redding, CA MSA	61900	13650	15600	17550	19450	21050	22600	24150	25700
Riverside-San Bernardino-Ontario	69700	15100	17250	19400	21550	23300	25000	26750	28450
Sacramento-Roseville-Arden-Arcade, CA MS									
Sacramento--Roseville--Arden-Arc	83600	17600	20100	22600	25100	27150	29150	31150	33150
Yolo, CA HMFA	87900	18450	21100	23750	26350	28500	30600	32700	34800
Salinas, CA MSA	74100	18900	21600	24300	26950	29150	31300	33450	35600
San Diego-Carlsbad, CA MSA	86300	22500	25700	28900	32100	34700	37250	39850	42400
San Francisco-Oakland-Hayward, CA MSA									
Oakland-Fremont, CA HMFA	111700	26050	29750	33450	37150	40150	43100	46100	49050
San Francisco, CA HMFA	136800	33850	38700	43550	48350	52250	56100	60000	63850
San Jose-Sunnyvale-Santa Clara, CA MSA									
San Benito County, CA HMFA	84500	21450	24500	27550	30600	33050	35500	37950	40400
San Jose-Sunnyvale-Santa Clara,	131400	30750	35150	39550	43900	47450	50950	54450	57950
San Luis Obispo-Paso Robles-Arro	87500	18900	21600	24300	26950	29150	31300	33450	35600

U.S. Department of Housing and Urban Development. April 2019. ESG Income Limits.
Retrieved from <http://www.hudexchange.info/resource/5079/esg-income-limits/>

Self-Dealing Transaction Disclosure Form

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

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

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

INSTRUCTIONS

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

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