

AMENDMENT I TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment I, is made and entered into this 14th day of December, 2021, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and **RH COMMUNITY BUILDERS, LP California Limited Partnership**, whose address is 331 Shields Avenue, Fresno Ca 93705, hereinafter referred to as "SUBRECIPIENT."

WHEREAS, the parties entered into that certain Agreement, identified as DEPARTMENT Agreement No. D-21-103, effective April 5, 2021, COUNTY received allocation funding from the United States Department of the Treasury and the California Department of Housing and Community Development to administer the Emergency Rental Assistance Program, authorized by Senate Bill 91; and

WHEREAS, the COUNTY has a significant population of households financially effected by the COVID-19 pandemic and are in need of rental assistance; and

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

1. That COUNTY Agreement No. D-21-103, Page One (1), Section Two (2) Term, beginning with Line Twenty-Four (24), with the word "The" and ending on Page One (1), Line Twenty-Five (25) with the number "2021" be deleted and the following inserted in its place:

"The term of this Agreement shall be March 1, 2021 through and including September 30, 2022."

2. That the existing COUNTY Agreement No. D-21-103, Page Four (4), Section Eight (8) Hold Harmless, beginning with Line Twenty-Four (24), with the word "County" and ending on Page Five (5), Line Twenty-Four (24) with the word "Agreement" be deleted and the following inserted in its place:

"SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by SUBRECIPIENT, its officers, agents, or

1 employees under this Agreement, and from any and all costs and expenses (including attorney's fees
2 and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or
3 corporation who may be injured or damaged by the performance, or failure to perform, of
4 SUBRECIPIENT, its officers, agents, or employees under this Agreement.”

5 3. That the existing COUNTY Agreement No. D-21-103, Page Five (5), Section Nine (9)
6 Insurance, beginning with Line Four (4), with the word "Without" and ending on Page Six (6), Line
7 Seven (7) with the word "SUBRECIPIENT." be deleted and the following inserted in its place:

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

12 A. Commercial General Liability

13 Commercial General Liability Insurance with limits of not less than Two Million Dollars
14 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00).
15 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages
16 including completed operations, products liability, contractual liability, Explosion-Collapse-
17 Underground, fire legal liability or any other liability insurance deemed necessary because of the
18 nature of this contract.

19 B. Automobile Liability

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

23 C. Professional Liability

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

28 D. Worker's Compensation

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

3 Additional Requirements Relating to Insurance

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

12 4. That COUNTY Agreement No. D-21-103, Page Nine (9), Section Sixteen (16) Confidentiality,
13 Line Nineteen (24), replace the work “CONTRACTOR” with the work “SUBRECIPIENT”:

14 5. That all references in existing COUNTY Agreement No. D-21-103 to “Exhibit A” shall be
15 changed to read “Revised Exhibit A,” which is attached hereto and incorporated herein by this
16 reference.

17 6. That all references in existing COUNTY Agreement No. D-21-103 to “Exhibit B” shall be
18 changed to read “Revised Exhibit B,” which is attached hereto and incorporated herein by this
19 reference.

20 7. COUNTY and SUBRECIPIENT agree that this Amendment I is sufficient to amend Agreement
21 No. D-21-103 and, that upon execution of this Amendment I, the original Agreement and Amendment
22 I, shall together be considered the Agreement.

23 The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants,
24 conditions and promises contained in this Agreement not amended herein shall remain in full force
25 and effect. This Amendment I shall become effective retroactive to March 1, 2021.

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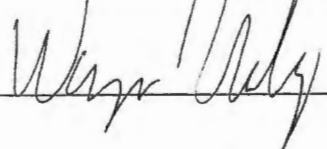
IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement as of the day and year first hereinabove written.

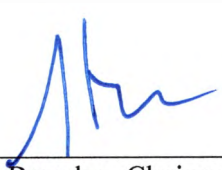
ATTEST:

SUBRECIPIENT:

COUNTY OF FRESNO

**RH COMMUNITY BUILDERS,
LP California Limited Partnership**

By: 

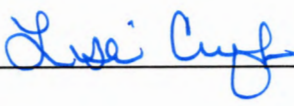
By: 
Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

Print Name: Wayne Rutledge

Title: Chief Executive Officer
Chairman of the Board, or
President, or any Vice President

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: _____

By: 

Print Name: _____

Title: _____
Secretary (of Corporation), or
any Assistant Secretary, or
Chief Financial Officer, or
any Assistant Treasurer

Mailing Address:
2550 W Clinton Ave #142,
Fresno, CA 93705
Phone No.: (559) 492-1373
Contact: Katie Wilbur

Fund/Subclass: 0001/10000
Organization: 56107370
Account/Program: 0001/10000

SUMMARY OF SERVICES

ORGANIZATION: RH Community Builders
ADDRESS: 2550 W. Clinton, #142 Fresno, CA, 93705
SERVICES: Emergency Rental Assistance Program
TELEPHONE: 559-492-1373
EMAIL: katie@rhcbfresno.com

RH Community Builders (SUBRECIPIENT) will work with local partner agencies (SUBCONTRACTORS) to provide emergency rental assistance to individuals who have suffered financial hardship due to COVID-19. Any SUBCONTRACTORS will require COUNTY approval prior to subcontracting.

Eligible households may receive up to 12 months of assistance for the eligible time frame, plus an additional three months if it is determined the extra months are needed to ensure housing stability and funds are available. Prior to funding any future rental payments, SUBRECIPIENT must prioritize ALL rental arrears for eligible households and get permission from the COUNTY. Rental assistance provided to an eligible household should not be duplicative of any other federally funded rental assistance provided to such households.

I. SUBRECIPIENT RESPONSIBILITIES

- A. Must comply with Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 as well as California Senate Bill 91. Additionally, SUBRECIPIENT and SUBCONTRACTORS must also follow all provisions of the State and Federal Standard Agreements which will be provided to SUBRECIPIENT after execution by the State/Federal entity and COUNTY.
- B. Provide rental assistance to eligible individuals in the cities of:
 1. North East Region
 - a) Clovis
 - b) Tollhouse
 - c) Auberry
 - d) Prather
 - e) Shaver Lake
 2. North West Region
 - a) Firebaugh
 - b) Biota
 - c) Kerman
 - d) Tranquility
 - e) Mendota
 - f) San Joaquin

3. South West Region
 - a) Coalinga
 - b) Cantua Creek
 - c) Five Points
 - d) Huron
 4. South East Region
 - a) Orange Cove
 - b) Del Rey
 - c) Centerville
 - d) Minkler
 - e) Dunlap
 - f) Squaw Valley
 - g) Parlier
 - h) Reedley
 - i) Sanger
 5. Southern
 - a) Fowler
 - b) Laton
 - c) Caruthers
 - d) Raisin City
 - e) Riverdale
 - f) Selma
Kingsburg
- C. Determine household's eligibility: To be eligible, a household must be renting their residence, and at least one or more individuals meets the following criteria and has the appropriate documentation:
1. Qualifies for unemployment or has experienced a reduction in household income incurred high costs or experienced a financial hardship due to COVID-19. Appropriate documentation that will be considered are:
 - a) EDD Documentation;
 - b) Past and current pay stubs or schedules;
 - c) Letters of termination;
 - d) Last-received pay stub with employer's information;
 - e) For self-employed persons, tax records, statements, or other documentation of loss of employment;
 - f) Medical bills;
 - g) Receipts; or
 - h) Any other document deemed appropriate including written attestation.
 2. Demonstrates a risk of experiencing homelessness or housing instability. Appropriate documentation that will be considered are:
 - a) Three Day pay or quit;
 - b) Eviction notice;
 - c) Document from Landlord;
 - d) Proof of unsafe or unhealthy living conditions; or
 - e) Any other document deemed appropriate including written attestation.
 3. Has a household income at or below 50% (<\$31,420) for Fresno County

Median Area Income (\$62,841) Those with income below 50% of the AMI will be assisted first. Once ALL households that meet the 50% threshold SUBRECIPIENT may begin to assist households with income between 51-80% AMI with prior approval of COUNTY. Household income is determined as either the household's total income for the calendar year 2020 or the household's monthly income at the time of application. For household incomes determined using the latter method, SUBRECIPIENT must redetermine eligibility every three months.

- a) The total amount (before payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services. Appropriate documentation that will be considered:
 - i. Check Stubs;
 - ii. Tax Documents (W-2, Form 1099, and Form 5498); or
 - iii. Any other document deemed appropriate including written attestation.
- b) Net income from the operation of a business or profession Interest, dividends, and other net income of any kind from real or personal property. Appropriate documentation that will be considered:
 - i. 1040 with schedules C, E, or F
 - ii. Financial statements of the business; or
 - iii. Any other document deemed appropriate including written attestation.
- c) Full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. Appropriate documentation that will be considered:
 - i. Quarterly pension reports
 - ii. Award letters
 - iii. Bank statement; or
 - iv. Any other document deemed appropriate including written attestation.
- d) Payments in place of earnings including unemployment and disability compensation, worker's compensation, and severance pay. Appropriate documentation that will be considered:
 - i. Award letters
 - ii. Worker's compensation documentation (A signed and dated copy of the court order, notice or mailer insert enclosed with the WC/PDB check that explains payments, check or check stub showing the exact periodic rate and the effective date of change, or a signed and approved LS settlement copy that shows the periodic rate and the effective date of

- change, or a signed and approved LS settlement
 - iii. Bank statements; or
 - iv. Any other document deemed appropriate including written attestation.
- e) Periodic and determinable allowances, such as alimony and child support payments. Appropriate documentation that will be considered:
- i. Court docs
 - ii. Divorce or Separation Agreement
 - iii. Bank Statements; or
 - iv. Any other document deemed appropriate including written attestation.
- f) All regular pay, special pay, and allowances of a member of the Armed Forces. Appropriate documentation that will be considered:
- i. VA Benefits documents stating amount and effective begin date
 - ii. Bank Statements
 - iii. Any other document deemed appropriate including written attestation.

SUBRECIPIENT must prioritize households with an individual who has been unemployed for 90 days prior to the application for assistance.

- D. Provide landlord outreach: SUBRECIPIENT must make reasonable efforts to obtain the cooperation of the landlord to accept payments by:
1. Requesting for in participation writing, by mail, to the landlord or utility provider, and the addressee does not respond to the request within seven calendar days after mailing; or
 2. the grantee making at least three attempts by phone, text, or e-mail over a five calendar-day period to request the landlord or utility provider's participation.

A landlord may confirm writing that the landlord does not wish to participate. The final outreach attempt or notice to the landlord must be documented. The cost of contacting landlords would be an eligible administrative cost.

SUBRECIPIENT must prioritize households with an individual who has been unemployed for 90 days prior to the application for assistance.

- E. Provide notification of all payments for rental arrears to landlord and tenant, as well as of all prospective payments for rent. The notification must identify the specific:
1. Dwelling unit and Eligible Household;
 2. Amount of rental assistance;
 3. Time period for which payment is provided;
 4. Date the payment was disbursed; and
 5. Check number or transaction number.
- F. Provide services as part of the centralized system will include:

1. Database of clients- including income, documents, and relief provided;
2. Single point of contact for online and phone inquiries or referrals- answering service and website will be fully ADA compliant and available in English, Spanish, and Hmong;
3. Coordination of outreach efforts and marketing;
4. Coordination of assignment of phone/online referrals;
5. Basic required equipment for subcontractors (internet-ready laptops, portable scanner, etc.);
6. Verification of documents and compliance with federal/state/county requirements;
7. Monitoring of landlord agreements;
8. Accounting/Bookkeeping services for the provision of direct financial assistance; and
9. Training on required documentation and verification process of SUBRECIPIENT staff.

G. Outcomes

1. 100% of State Block grant funds must be expended no later September 30, 2022.
2. 100% of Federal ERAP funds will be expended no later than September 30, 2022.
3. 100% of households that meet eligibility requirements will be assisted with rental arrears.

II. COUNTY RESPONSIBILITIES

- A. Schedule and facilitate meetings as often as needed for service coordination, problem/issue resolution, and monitoring of services.
- B. Work with SUBRECIPIENT to develop a process to ensure there is no duplication of aid.
- C. Ensure the SUBRECIPIENT and SUBCONTRACTORS are complying with all State and Federal regulations as set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, California Senate Bill 91, as well as all provisions in the Federal and State Standard Agreements for ERAP funds.

ORGANIZATION NAME:	RH Community Builders
PROJECT NAME:	Emergency Rental Assistance Program
CONTRACT NUMBER:	D-21-103
REMIT TO:	2550 W. Cliton #142 Fresno,CA 93705
Personnel Salaries	\$911,286.54
Payroll Taxes	\$81,899.36
Benefits	\$70,836.47
Workman's Comp	\$55,472.32
Insurance	\$9,482.22
Facilities/Utilities/Office Supplies	\$89,104.43
Equipment	\$24,865.57
Transportation	\$18,802.72
Program Supplies	\$14,448.30
Subcontracts	\$847,918.95
Professional Fees	\$620,434.60
Start Up	\$56,302.60
RH Admin (Amending to Indirect)	\$1,719,809.92
Direct Rental Assistance	\$27,657,721.00
TOTAL	\$32,178,385.00

Positions March 1, 2021 - December 31, 2021

Position	FTE	Monthly Salary	Total
Director	0.25	2690	24215.04
Program Manager	1	5725	51525
Compliance Specialist	2	12569	113121
Outreach Staff	4	19167	172503
Total			361364.04

Positions January 1, 2022 - September 30, 2022

Position	FTE	Annual Salary	Total
Director	0.5	\$57,202.00	\$42,901.50
Program Manager	1	\$66,563.00	\$49,922.25
Compliance	1	\$74,883.00	\$56,162.25
Office Assistant	1	\$41,602.00	\$31,201.50
Lead Auditor	2	\$104,004.00	\$78,003.00
Auditor	4	\$191,367.00	\$143,525.25
Outreach	4	\$183,048.00	\$137,286.00
Fiscal Analyst	0.25	\$14,561.00	\$10,920.75
Total			\$549,922.50

Total Salaries	\$911,286.54
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