

AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of October, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and the COUNTY OF MADERA, a Political Subdivision of the State of California, whose address is 200 W. Fourth Street, Suite 4200, Madera CA 93637-3548, hereinafter referred to as "SUBRECIPIENT."

WITNESSETH:

WHEREAS, COUNTY, through the Department of Social Services (DSS), is the Administrative Entity for California Emergency Solutions and Housing (CESH) grant funds for the Fresno Madera Continuum of Care (FMCoC) by the California Department of Housing and Community Development (HCD), as authorized by SB 850 (Chapter 48, Statues of 2018); and

WHEREAS, CESH activities are part of a collaborative effort across jurisdictions to strengthen the community's crisis response network to address the homelessness crisis in Fresno and Madera Counties; and

WHEREAS, the FMCoC has need for a comprehensive homeless services plan to address the needs of the homeless population in Madera County; and

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

NOW, THEREFORE, in consideration of their mutual covenants, terms, and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties 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 maintain membership in the FMCoC. If, for any reason, this status is not maintained, the COUNTY may terminate this Agreement pursuant to Section Three (3) of this Agreement.

C. SUBRECIPIENT shall be aware of, agree to, and comply with all State requirements governing the use of CESH funds; and all conditions in Exhibit B, COUNTY's Agreement

1 No. 19-452, attached hereto and by this reference incorporated herein. Failure to comply with these
2 requirements and conditions may result in termination of this Agreement pursuant to Section Three (3)
3 of this Agreement. Required conditions include, but are not limited to:

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

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

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

12 4) Agree to include all the terms of this Agreement and Exhibit B in each
13 subcontract.

14 2. **TERM**

15 This Agreement shall commence on October 19, 2021 through and including February
16 28, 2023.

17 3. **TERMINATION**

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

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

- 24 1) An illegal or improper use of funds;
- 25 2) A failure to produce a plan as defined in Exhibit A;
- 26 3) A failure to comply with any term of this Agreement;
- 27 4) A substantially incorrect or incomplete report submitted to COUNTY;
- 28 5) Improperly performed service.

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

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

12 4. **COMPENSATION**

13 For actual services provided pursuant to the terms of the Agreement, COUNTY agrees
14 to pay SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation not to exceed Fifty
15 Thousand and No/100 Dollars (\$50,000). Payments by COUNTY shall be in arrears, for services
16 provided during the preceding quarter, within forty-five (45) days after receipt, verification, and
17 approval of SUBRECIPIENT's invoices by COUNTY.

18 It is understood that all expenses incidental to SUBRECIPIENT's performance of
19 services under this Agreement shall be borne by SUBRECIPIENT. If SUBRECIPIENT should fail to
20 comply with any provisions of the Agreement, COUNTY shall be relieved of its obligation for further
21 compensation. Any compensation which is not expended by SUBRECIPIENT pursuant to the terms
22 and conditions of this Agreement shall automatically revert to COUNTY. The services provided by
23 SUBRECIPIENT under this Agreement are funded in whole or in part by the State of California. In the
24 event that funding for these services is delayed by the State Controller, COUNTY may defer payment
25 to SUBRECIPIENT. The amount of the deferred payment shall not exceed the amount of funding
26 delayed by the State Controller to COUNTY. The period of time of the deferral by COUNTY shall not
27 exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45)
28 days.

1 5. **INVOICING**

2 SUBRECIPIENT shall invoice COUNTY's DSS at minimum by the tenth (10th) of the
3 month following the end of each quarter commencing with the quarter ending December 31, 2021.
4 Invoices shall be for expenditures incurred during the preceding quarter for services as described in
5 Exhibit A, pursuant to the compensation provisions as stated in Section Four (4) of this Agreement to:
6 DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears, for actual
7 services provided and expenses incurred during the billing cycle, within forty-five (45) days after
8 receipt, verification, and approval of SUBRECIPIENT's invoices by COUNTY's DSS. All final claims for
9 funding shall be submitted by SUBRECIPIENT within sixty (60) days following the final month of
10 services. SUBRECIPIENT shall retain documentation for all payments to SUBCONTRACTOR
11 reflecting services supported by the invoiced expenditures in a form and in such detail as acceptable
12 to COUNTY's DSS for the purpose of an audit.

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

21 6. **INDEPENDENT CONTRACTOR**

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

1 SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

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

5 Because of its status as an independent contractor, SUBRECIPIENT shall have
6 absolutely no right to employment rights and benefits available to COUNTY employees.

7 SUBRECIPIENT shall be solely liable and responsible for providing to, or on behalf of, its employees
8 all legally-required employee benefits. In addition, SUBRECIPIENT shall be solely responsible and
9 save COUNTY harmless from all matters relating to payment of SUBRECIPIENT's employees,
10 including compliance with Social Security withholding and all other regulations governing such matters.
11 It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services
12 to others unrelated to COUNTY or to this Agreement.

13 7. **MODIFICATION**

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

17 B. SUBRECIPIENT agrees that reductions to the maximum compensation set forth
18 in Section Four (4) of this Agreement may be necessitated by a reduction in funding from State or
19 Federal sources. Any such reduction to the maximum compensation may be made with the written
20 approval of COUNTY's DSS Director or designee and SUBRECIPIENT. SUBRECIPIENT further
21 understands that this Agreement is subject to any restrictions, limitations, or enactments of all
22 legislative bodies which affect the provisions, term, or funding of this agreement in any manner.

23 8. **NON-ASSIGNMENT**

24 SUBRECIPIENT shall not assign, transfer or sub-contract this Agreement nor their
25 rights or duties under this Agreement without the prior written consent of COUNTY or COUNTY's DSS
26 Director or designee. COUNTY acknowledges and consents that SUBRECIPIENT will subcontract for
27 the provision of services for this Agreement following Madera County procurement requirements and
28 upon approval of COUNTY. SUBRECIPIENT shall bear sole and primary responsibility for all services

1 under this Agreement, including services provided by SUBRECIPIENT's subcontractors.
2 SUBRECIPIENT shall require its subcontractors to comply with all terms and conditions of this
3 Agreement, as well as all applicable State and Federal regulations. unless otherwise expressly agreed
4 to in writing by COUNTY. The use of subcontractor by SUBRECIPIENT shall not entitle
5 SUBRECIPIENT to any additional compensation than is provided for under this Agreement.

6 9. **HOLD HARMLESS**

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

15 The provisions of this Section Nine (9) shall survive termination of this Agreement.

16 10. **INSURANCE**

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

21 A. **Commercial General Liability**

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

27 B. **Automobile Liability**

28 Comprehensive Automobile Liability Insurance with limits of not less than One Million

1 Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should
2 include any auto used in connection with this Agreement.

3 C. Professional Liability

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

7 D. Worker's Compensation

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

10 E. Additional Requirements Relating to Insurance

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

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

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

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

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

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

17 11. **CONFLICT OF INTEREST**

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

25 12. **NON-DISCRIMINATION**

26 During the performance of this Agreement SUBRECIPIENT shall not unlawfully
27 discriminate against any employee or applicant for employment, or recipient of services, because of
28 ethnic group identification, gender, gender identity, gender expression, sexual orientation, color,

1 physical disability, mental disability, medical condition, national origin, race, ancestry, marital status,
2 religion, or religious creed, pursuant to all applicable State of California and Federal statutes and
3 regulations.

4 13. **LIMITED ENGLISH PROFICIENCY**

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

17 14. **DRUG-FREE WORKPLACE REQUIREMENTS**

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

26 15. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND**
27 **VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

28 A. COUNTY and SUBRECIPIENT recognize that SUBRECIPIENT is a recipient of

1 State funds under the terms of this Agreement. By signing this Agreement, SUBRECIPIENT agrees to
2 notify COUNTY of any past, present, or future Federal suspension or debarment. By signing this
3 Agreement, SUBRECIPIENT attests to the best of its knowledge and belief, that it and its principals:

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

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

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

12 C. SUBRECIPIENT shall include a clause titled "Certification Regarding
13 Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower Tier Covered Transaction" and
14 similar in nature to this paragraph in all lower tier covered transactions and in all solicitations for lower
15 tier covered transactions.

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

19 16. **CONFIDENTIALITY**

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

23 17. **DATA SECURITY**

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

1 COUNTY resources; and/or disruption to COUNTY operations.

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

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

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

15 COUNTY shall provide oversight to SUBRECIPIENT's response to all incidents arising
16 from a possible breach of security related to COUNTY's confidential client information.

17 SUBRECIPIENT will be responsible to issue any notification to affected individuals as required by laws
18 or as deemed necessary by COUNTY in its sole discretion. SUBRECIPIENT will be responsible for all
19 costs incurred as a result of providing the required notification.

20 18. **PROPERTY OF COUNTY**

21 SUBRECIPIENT agrees to take reasonable and prudent steps to ensure the security of
22 any and all said hardware and software provided to it by COUNTY under this Agreement, to maintain
23 replacement-value insurance coverages on said hardware and software of like kind and quality
24 approve by COUNTY.

25 All purchased over Five Thousand Dollars (\$5,000) made during the life of this
26 Agreement that will outlive the life of this Agreement shall be identified as fixed assets with an
27 assigned Fresno County DSS Accounting Inventory Number. These fixed assets shall be retained by
28 COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this

1 Agreement. SUBRECIPIENT agrees to participate in an annual inventory of all COUNTY fixed assets
2 and shall be physically present when fixed assets are returned to COUNTY possession at the
3 termination or expiration of this Agreement. SUBRECIPIENT is responsible for returning to COUNTY
4 all COUNTY owned fixed assets upon the expiration or termination of this Agreement.

5 19. **INDEPENDENT AUDIT**

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

10 1) If a financial audit is required by COUNTY, the audit shall be performed
11 by an independent certified public accountant.

12 2) SUBRECIPIENT shall notify COUNTY of the auditor's name and
13 address immediately after the selection has been made. The contract for the audit shall allow access
14 by COUNTY and state representatives to the independent auditor's working papers.

15 3) SUBRECIPIENT is responsible for the completion of audits and all costs
16 of preparing audits.

17 4) The completed audit report shall be submitted by the auditor to
18 COUNTY within three business days of completion.

19 5) If there are audit findings, SUBRECIPIENT must submit a detailed
20 response acceptable to COUNTY for each audit finding within 90 days from the date of the audit
21 finding report.

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

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1 20. **AUDITS AND INSPECTIONS**

2 SUBRECIPIENT shall at any time during business hours, and as often as COUNTY
3 may deem necessary, make available to COUNTY for examination all of its records and data with
4 respect to the matters covered by this Agreement. SUBRECIPIENT shall, upon request by COUNTY,
5 permit COUNTY to audit and inspect all of such records and data necessary to ensure
6 SUBRECIPIENT's compliance with the terms of this Agreement.

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

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

22 21. **FRATERNIZATION**

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

26 22. **STATE ENERGY CONSERVATION**

27 SUBRECIPIENT must comply with the mandatory standard and policies relating to
28 energy efficiency which are contained in the State Energy Conservation Plan issued in compliance

1 with 42 United States (US) Code sections 6321, et. seq.

2 23. **CHARITABLE CHOICE**

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

15 24. **PROHIBITION ON PUBLICITY**

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

24 25. **PUBLIC INFORMATION**

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

26 26. **NOTICES**

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

1 COUNTY

2 Director, COUNTY OF FRESNO
3 Department of Social Services
4 P.O. BOX 1912
5 Fresno, CA 93718

SUBRECIPIENT

 County Administrative Officer,
 County Administrative Office,
 County of Madera
 200 W. Fourth Street, Ste. 4200
 Madera, CA 93637

6 Any and all notices between COUNTY and SUBRECIPIENT provided for or permitted
7 under this Agreement must be in writing and delivered either by personal service, by first-class United
8 States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by
9 electronic mail. A notice delivered by personal service is effective upon service to the recipient. A
10 notice delivered by first-class United States mail is effective three COUNTY business days after
11 deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an
12 overnight commercial courier service is effective one COUNTY business day after deposit with the
13 overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next
14 day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when
15 transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY
16 business hours, then such delivery shall be deemed to be effective at the next beginning of a
17 COUNTY business day), provided that the sender maintains a machine record of the completed
18 transmission. For all claims arising out of or related to this Agreement, nothing in this section
19 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 Government Code,
21 beginning with section 810).

21 27. **GOVERNING LAW**

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

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

26 28. **CHANGE OF LEADERSHIP/ MANAGEMENT**

27 In the event of any change in the status of SUBRECIPIENT's leadership or
28 management, SUBRECIPIENT shall provide written notice to COUNTY within thirty (30) days from the

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

6 29. **LOBBYING AND POLITICAL ACTIVITY**

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

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

12 30. **DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

16 Members of SUBRECIPIENT's Board of Directors shall disclose any self-dealing
17 transactions that they are a party to while SUBRECIPIENT is providing goods or performing services
18 under this agreement. A self-dealing transaction shall mean a transaction to which SUBRECIPIENT is
19 a party and in which one or more of its directors has a material financial interest. Members of the
20 Board of Directors shall disclose any self-dealing transactions that they are a party to be completing
21 and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C, and
22 incorporated herein by reference, and submitting it to COUNTY prior to commencing with the self-
23 dealing transaction or immediately thereafter.

24 31. **SEVERABILITY**

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

27 32. **ENTIRE AGREEMENT**

28 This Agreement constitutes the entire agreement between SUBRECIPIENT and

1 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement
2 negotiations, proposals, commitments, writings, advertisements, publications, and understanding of
3 any nature whatsoever unless expressly included in this Agreement.

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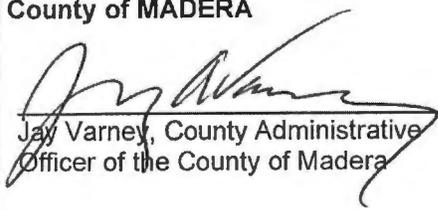
26 ///

27 ///

28 ///

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

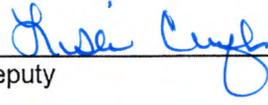
3 **SUBRECIPIENT:**
4 **County of MADERA**

5 
6 Jay Varney, County Administrative
7 Officer of the County of Madera

COUNTY OF FRESNO

8 
9 Steven Brandau, Chairman of the Board of
10 Supervisors of the County of Fresno

11 **ATTEST:**
12 Bernice E. Seidel
13 Clerk of the Board of Supervisors
14 County of Fresno, State of California

15 By: 
16 Deputy

17 Mailing Address:
18 County of Madera
19 County Administrative Office
20 200 W. Fourth Street, Suite 4200
21 Madera, CA 93637-3548
22 Phone No.: (559) 675-7703
23 Contact: County Administrative Officer

24 **FOR ACCOUNTING USE ONLY:**

25 Fund/Subclass: 0001/10000
26 Organization: 56107114
27 Account/Program: 7295

28 DEN:sgv

Approved as to Legal Form:
COUNTY COUNSEL

By Dale E. Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dwbacigalupi@lozanosmith.com C = AD
Date: 2021.09.28 13:54:22 -07'00'

ACCOUNT NUMBERS:

CONTRACTING PARTIES:
County of Fresno; County of Madera

TITLE OF CONTRACT:
Agreement

SUMMARY OF SERVICES

ORGANIZATION: County of Madera
ADDRESS: 200 W. Fourth Street, Suite 4200, Madera, CA 93637-3548
TELEPHONE: (559) 675-7703
CONTACT: Jay Varney, County Administrative Officer
EMAIL: Jay.varney@maderacounty.com
CONTRACT: Homeless Services Planning
CONTRACT TERM: October 19, 2021 through February 28, 2023
CONTRACT AMOUNT: \$50,000

SUMMARY OF SERVICES

County of Madera (Madera) shall provide a comprehensive homeless services plan to end homelessness in Madera, including both metro and rural areas within Madera County. The service plan will serve as framework to ending homelessness through an assessment of overall strengths, opportunities, needs, and assets in the communities of Madera. All recommended practices in the service plan will be feasible for local implementation after the development and completion of the service plan.

MADERA RESPONSIBILITIES

Madera shall:

- Follow the Madera's vendor procurement process to solicit and procure a qualified vendor to develop a comprehensive homeless service plan for metro and rural Madera County.
 - Vendor shall be procured no later than April 30, 2022.
 - Selected vendor may be a unit of local government, a private non-profit, or a for-profit organization.
- Collaborate and engage with local governments and community partners to develop a comprehensive homeless service plan to address and end homelessness in metro and rural Madera.
- Engage homeless individuals and local organizations in Madera communities to identify the unique needs and assets, review local market data on housing, health, and homelessness, analyze data about the people, programs and systems that address homelessness, and facilitate a series of input meetings.
 - Engage individuals in a linguistically and culturally appropriate manner, including the use of interpreters when needed.
- Develop recommendations that can achieve high impact on reducing unsheltered homelessness and are feasible for local implementation.

- Meet with FRESNO COUNTY staff quarterly or as often as needed, to exchange pertinent information, resolve problems, training, and monitoring of services.
- Retain documentation for all payments to the SUBCONTRACTOR and provide to FRESNO COUNTY upon request, in the event of an audit.
- Provide FRESNO COUNTY the completed homeless services plan no later than October 31, 2022.
 - Should extenuating circumstances arise, MADERA may request an extension, in writing through February 28, 2023, to provide the completed plan, at no additional cost to FRESNO COUNTY. This request shall be subject to approval of the DSS Director or his designee and must be made by or before August 28, 2022.

FRESNO COUNTY RESPONSIBILITIES

Fresno County Shall:

- Designate a contact person for MADERA to communicate with when necessary.
- Meet with MADERA quarterly or as often as needed, to exchange pertinent information, resolve problems, training, and monitoring of services.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

Agreement No. 20-158

AGREEMENT NUMBER 19-CESH-12962
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:
\$879,281.00

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.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	CESH Program Terms and Conditions	7
Exhibit E	Special Conditions	1
Exhibit F	Additional Provisions	0
TOTAL NUMBER OF PAGES ATTACHED		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>

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 STATE CA ZIP 93779

PRINTED NAME OF PERSON SIGNING
Ernest Buddy Mendes
TITLE Chairman

CONTRACTOR AUTHORIZED SIGNATURE
Ernest Buddy Mendes
DATE SIGNED April 28, 2020
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
Synthia Rhinehart
DATE SIGNED 5/29/2020
California Department of General Services Approval (or exemption, if applicable)

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

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

By *[Signature]* Deputy

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Chapter 2.8 (commencing with Section 50490) of Part 2 of Division 31 of the Health and Safety Code 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 March 21, 2019, 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 Department (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 mean 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 CESH Program Manager, Contract Management Section, Division of Financial Assistance, or the CESH Program Manager's 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 Program
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 E. Neira
Authorized Representative Title:	Director Department of Social Services
Agency Name:	County of Fresno
Address:	205 West 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 all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (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	\$735,317
Systems Support	\$ 75,000
Development of a Plan Addressing Actions Within Service Area	\$ 25,000
Projected Administration Costs	<u>\$ 43,964</u>
TOTAL AWARD AMOUNT	\$879,281

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.

3. Performance

Contractor must issue award letters to any Subrecipients within 24 months of an award letter from HCD and observe all other performance requirements as specified herein.

EXHIBIT B

4. Fiscal Administration

- A. The Contractor may request a disbursement of up to 40% 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% 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% 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.

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

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% 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% 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% 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.

California Emergency Solutions and Housing Program (CESH)

NOFA Date: 03/21/19

NOFA Amended Date: 04/08/19 and 06/10/19

Approved Date: 09/19/19

Prep. Date: 10/11/2019

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, 2020 in addition to reporting all activities from the 7/1/20 – 6/30/21 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 and shall survive the expiration date of the contract.

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:	