

# **AGREEMENT**

This Subgrantee Agreement ("Agreement") is dated April 8, 2025 and is between the County of Madera, a political subdivision of the State of California, whose address is 200 W Fourth Street, Suite 4200, Madera, CA 93637, ("Subgrantee"), and the County of Fresno, a political subdivision of the State of California ("County").

## **Recitals**

The County is the Administrative Entity for the Homeless Housing, Assistance and Prevention (HHAP) grant funds awarded to the Fresno Madera Continuum of Care (FMCoC) by the California Department of Housing and Community Development (HCD), as authorized by California Health and Safety Code 50230-50238, Assembly Bill 129 (Chapter 40, Statutes of 2023).

A. The Subgrantee has need for coordinated services to meet the needs of people experiencing homelessness throughout the County of Madera.

B. The FMCoC was awarded HHAP funding to provide tenant-based Rapid Rehousing and Street Outreach services for people experiencing unsheltered homelessness to connect them with housing navigation and system supports toward permanent housing in the County of Madera.

C. The Subgrantee has the expertise and is willing to administer HHAP funding to provide Rapid Rehousing and Street Outreach pursuant to the terms and condition of this Agreement.

The parties therefore agree as follows:

## **Article 1**

### **Subgrantee's Services**

1.1 **Scope of Services.** The Subgrantee shall perform all the services provided in Exhibit A to this Agreement, titled "Scope of Services," and be aware of and comply with all conditions of Agreement 24-HHAP-10044, the HHAP Standard Agreement between HCD and the County, currently pending execution by both parties. Upon execution of the agreement, the County will provide a copy to the Subgrantee. Failure to comply with these conditions may result in termination of this Agreement.

1.2 **Representation.** The Subgrantee represents that it is qualified, ready, willing, and able to perform all the services provided in this Agreement.

1.3 **Compliance with Laws.** The Subgrantee shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

## **Article 2**

### **County's Responsibilities**

2.1 The County shall meet all obligations provided in Exhibit A to this Agreement, titled "Scope of Services."

## **Article 3**

### **Compensation, Invoices, and Payments**

3.1 The County agrees to pay, and the Subgrantee agrees to receive compensation as follows: A total of Eight Hundred Forty Thousand and No/100 Dollars (\$840,000); Four Hundred Three Thousand, Two Hundred and No/100 Dollars (\$403,200) for Rapid Rehousing and Four Hundred Thirty-Six Thousand, Eight Hundred and No/100 Dollars (\$436,800) for Street Outreach.

3.2 The services provided by the Subgrantee under this Agreement are funded in whole or in part by the State of California and/or the United States Federal government. In the event that funding for these services is delayed by the State Controller or the Federal government, the County may defer payment to the Subgrantee. The amount of the deferred payment shall not exceed the amount of funding delayed to the County. The period of time of the deferral by the County shall not exceed the period of time of the State Controller's or Federal government's delay of payment to County plus forty-five (45) days.

3.3 **Maximum Compensation.** The maximum compensation payable to the Subgrantee under this Agreement is Eight Hundred Forty Thousand and No/100 Dollars (\$840,000) in a lump sum advance, for services to be provided pursuant to the terms of this Agreement.

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3.4 The Subgrantee acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Subgrantee may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Subgrantee further acknowledges that County employees have no authority to pay the Subgrantee except as expressly provided in this Agreement.

3.5 **Incidental Expenses.** The Subgrantee is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

## Article 4

## Term of Agreement

4.1 **Term.** This Agreement is effective on April 8, 2025 and terminates on April 30, 2028, except as provided in Article 6, "Termination and Suspension," below.

## Article 5

## Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

**For the County:**

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

**For the Subgrantee:**

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

**5.2 Change of Contact Information.** Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 **Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by

an overnight commercial courier service, or by a Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

**5.4 Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

## **Article 6**

### **Termination and Suspension**

**6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Subgrantee, may:

(A) Modify the services provided by the Subgrantee under this Agreement; or

(B) Terminate this Agreement.

**6.2 Termination for Breach.**

1 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
2 occurred, the County may give written notice of the breach to the Subgrantee. The  
3 written notice may suspend performance under this Agreement and must provide at  
4 least 30 days for the Subgrantee to cure the breach.

5 (B) If the Subgrantee fails to cure the breach to the County's satisfaction within the  
6 time stated in the written notice, the County may terminate this Agreement immediately.

7 (C) For purposes of this section, a breach occurs when, in the determination of the  
8 County, the Subgrantee has:

9 (1) Obtained or used funds illegally or improperly;

10 (2) Failed to comply with any part of this Agreement;

11 (3) Submitted a substantially incorrect or incomplete report to the County; or

12 (4) Improperly performed any of its obligations under this Agreement.

13 **6.3 Termination without Cause.** In circumstances other than those set forth above, the  
14 County or Subgrantee may terminate this Agreement by giving at least 30 days advance written  
15 notice to the Subgrantee.

16 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
17 under this Article 6 is without penalty to or further obligation of the County.

18 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article  
19 6, the County may demand repayment by the Subgrantee of any monies disbursed to the  
20 Subgrantee under this Agreement that, in the County's sole judgment, were not expended in  
21 compliance with this Agreement. The Subgrantee shall promptly refund all such monies upon  
22 demand. This section survives the termination of this Agreement.

## 23 **Article 7**

### 24 **Independent Contractor**

25 **7.1 Status.** In performing under this Agreement, the Subgrantee, including its officers,  
26 agents, employees, and volunteers, is at all times acting and performing as an independent  
27 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
28 venturer, partner, or associate of the County.

**7.2 Verifying Performance.** The County has no right to control, supervise, or direct the manner or method of the Subgrantee's performance under this Agreement, but the County may verify that the Subgrantee is performing according to the terms of this Agreement.

7.3 **Benefits.** Because of its status as an independent Contractor, the Subgrantee has no right to employment rights or benefits available to County employees. The Subgrantee is solely responsible for providing to its own employees all employee benefits required by law. The Subgrantee shall save the County harmless from all matters relating to the payment of Subgrantee's employees, including compliance with Social Security withholding and all related regulations.

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Subgrantee may provide services to others unrelated to the County.

## Article 8

## Indemnity and Defense

8.1 **Indemnity.** The Subgrantee shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Subgrantee, or any third party that arise from or relate to the performance or failure to perform by the Subgrantee (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the Subgrantee's obligation to indemnify and hold harmless or defend the County.

**8.2 Survival.** This Article 8 survives the termination of this Agreement.

## Article 9

## Insurance

9.1 The Subgrantee shall comply with all the insurance requirements in Exhibit B to this Agreement.

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1 **Article 10**

2 **Inspections, Audits, Record Maintenance, and Public Records**

3 10.1 **Inspection of Documents.** The Subgrantee shall make available to the County, and  
4 the County may examine at any time during business hours and as often as the County deems  
5 necessary, all of the Subgrantee's records and data with respect to the matters covered by this  
6 Agreement, excluding attorney-client privileged communications. The Subgrantee shall, upon  
7 request by the County, permit the County to audit and inspect all of such records and data to  
8 ensure the Subgrantee's compliance with the terms of this Agreement.

9 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
10 Agreement exceeds \$10,000, the Subgrantee is subject to the examination and audit of the  
11 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
12 years after final payment under this Agreement. This section survives the termination of this  
13 Agreement.

14 10.3 **Single Audit Clause.** If Subgrantee expends Seven Hundred Fifty Thousand Dollars  
15 (\$750,000) or more in Federal and Federal flow-through monies annually, Subgrantee agrees to  
16 conduct an annual audit in accordance with the requirements of the Single Audit Standards as  
17 set forth in Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations  
18 Part 200. Subgrantee shall submit said audit and management letter to County. The audit must  
19 include a statement of findings or a statement that there were no findings. If there were negative  
20 findings, Subgrantee must include a corrective action signed by an authorized individual.  
21 Subgrantee agrees to take action to correct any material non-compliance or weakness found as  
22 a result of such audit. Such audit shall be delivered to County's DSS, Administration, for review  
23 within nine (9) months of the end of any fiscal year in which funds were expended and/or  
24 received for the program. Failure to perform the requisite audit functions as required by this  
25 Agreement may result in County performing the necessary audit tasks, or at County's option,  
26 contracting with a public accountant to perform said audit, or may result in the inability of County  
27 to enter into future agreements with Subgrantee. All audit costs related to this Agreement are  
28 the sole responsibility of Subgrantee.

1       **10.4 Program Audit Requirements.** A single audit report is not applicable if all  
2 Subgrantee's Federal contracts do not exceed the One Million Dollars (\$1,000,000) requirement  
3 or Subgrantee's funding is through Drug related Medi-Cal. If a single audit is not applicable, a  
4 program audit must be performed and a program audit report with management letter shall be  
5 submitted by Subgrantee to County as a minimum requirement to attest to Subgrantee's  
6 solvency. Said audit report shall be delivered to County's DSS, Administration, for review no  
7 later than nine (9) months after the close of the fiscal year in which the funds supplied through  
8 this Agreement are expended. Failure to comply with this Act may result in County performing  
9 the necessary audit tasks or contracting with a qualified accountant to perform said audit. All  
10 audit costs related to this Agreement are the sole responsibility of Subgrantee who agrees to  
11 take corrective action to eliminate any material noncompliance or weakness found as a result of  
12 such audit. Audit work performed by County under this paragraph shall be billed to the  
13 Subgrantee at County cost, as determined by County's Auditor-Controller/Treasurer-Tax  
14 Collector.

15       **10.5 Record Establishment and Maintenance.** Subgrantee shall establish and maintain  
16 records in accordance with those requirements prescribed by County, with respect to all matters  
17 covered by this Agreement. Subgrantee shall retain all fiscal books, account records and client  
18 files for services performed under this Agreement for at least five (5) years from date of final  
19 payment under this Agreement or until all State and Federal audits are completed for that fiscal  
20 year, whichever is later.

21           (A) Cost Documentation. Subgrantee agrees to maintain records to verify costs  
22 under this Agreement including a General Ledger, properly executed payrolls, time  
23 records, invoices, vouchers, orders, proof of payment, and any other accounting  
24 documents pertaining in whole or in part to this Agreement and they shall be clearly  
25 identified and readily accessible. The support documentation must indicate the line  
26 budget account number to which the cost is charged.

27           (B) Service Documentation. Subgrantee agrees to maintain records to verify services  
28 under this Agreement including names and addresses of clients served, if applicable,



1 and the dates of service and a description of services provided on each occasion. These  
2 records and any other documents pertaining in whole or in part to this Agreement shall  
3 be clearly identified and readily accessible.

4 (C) County shall notify Subgrantee in writing within thirty (30) days of any potential  
5 State or Federal audit exception discovered during an examination. Where findings  
6 indicate that program requirements are not being met and State or Federal participation  
7 in this program may be imperiled in the event that corrections are not accomplished by  
8 Subgrantee within thirty (30) days of receipt of such notice from County, written  
9 notification thereof shall constitute County's intent to terminate this Agreement.

10 **10.6 Public Records.** The County is not limited in any manner with respect to its public  
11 disclosure of this Agreement or any record or data that the Subgrantee may provide to the  
12 County. The County's public disclosure of this Agreement or any record or data that the  
13 Subgrantee may provide to the County may include but is not limited to the following:

14 (A) The County may voluntarily, or upon request by any member of the public or  
15 governmental agency, disclose this Agreement to the public or such governmental  
16 agency.

17 (B) The County may voluntarily, or upon request by any member of the public or  
18 governmental agency, disclose to the public or such governmental agency any record or  
19 data that the Subgrantee may provide to the County, unless such disclosure is prohibited  
20 by court order.

21 (C) This Agreement, and any record or data that the Subgrantee may provide to the  
22 County, is subject to public disclosure under the Ralph M. Brown Act (California  
23 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

24 (D) This Agreement, and any record or data that the Subgrantee may provide to the  
25 County, is subject to public disclosure as a public record under the California Public  
26 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning  
27 with section 6250) ("CPRA").

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1 (E) This Agreement, and any record or data that the Subgrantee may provide to the  
2 County, is subject to public disclosure as information concerning the conduct of the  
3 people's business of the State of California under California Constitution, Article 1,  
4 section 3, subdivision (b).

5 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
6 respect to any record or data that the Subgrantee may provide to the County shall be  
7 disregarded and have no effect on the County's right or duty to disclose to the public or  
8 governmental agency any such record or data.

9 (G) Notwithstanding sections A-F above, any information protected by law shall not  
10 be subject to public disclosure.

11 **10.7 Public Records Act Requests.** If the County receives a written or oral request  
12 under the CPRA to publicly disclose any record that is in the Subgrantee's possession or  
13 control, and which the County has a right, under any provision of this Agreement or applicable  
14 law, to possess or control, then the County may demand, in writing, that the Subgrantee deliver  
15 to the County, for purposes of public disclosure, the requested records that may be in the  
16 possession or control of the Subgrantee. Within five business days after the County's demand,  
17 the Subgrantee shall (a) deliver to the County all of the requested records that are in the  
18 Subgrantee's possession or control, together with a written statement that the Subgrantee, after  
19 conducting a diligent search, has produced all requested records that are in the Subgrantee's  
20 possession or control, or (b) provide to the County a written statement that the Subgrantee, after  
21 conducting a diligent search, does not possess or control any of the requested records. The  
22 Subgrantee shall cooperate with the County with respect to any County demand for such  
23 records. If the Subgrantee wishes to assert that any specific record or data is exempt from  
24 disclosure under the CPRA or other applicable law, it must deliver the record or data to the  
25 County and assert the exemption by citation to specific legal authority within the written  
26 statement that it provides to the County under this section. The Subgrantee's assertion of any  
27 exemption from disclosure is not binding on the County, but the County will give at least 10  
28 days' advance written notice to the Subgrantee before disclosing any record subject to the

Subgrantee's assertion of exemption from disclosure. The Subgrantee shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Subgrantee's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

## **Article 11**

### **Disclosure of Self-Dealing Transactions and Conflict of Interest**

11.1 **Applicability.** This Article 11 applies if the Subgrantee is operating as a corporation or changes its status to operate as a corporation.

11.2 **Duty to Disclose.** If any member of the Subgrantee's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to the County before commencing the transaction or immediately after.

11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Subgrantee is a party and in which one or more of its directors, as an individual, has a material financial interest.

11.4 **Conflict of Interest.** No officer, employee or agent of the County who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition, no employee of the County shall be employed by the Subgrantee under this Agreement to fulfill any contractual obligations with the County. The Subgrantee shall comply with all Federal, State of California and local conflict of interest laws, statutes and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee or agent of the County.

## **Article 12**

### **Confidentiality and Data Security**

12.1 All services performed by Subgrantee under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality. For the purpose of preventing the potential loss, misappropriation or

1 inadvertent disclosure of County data including sensitive or personal client information; abuse of  
2 County resources; and/or disruption to County operations, individuals and/or agencies that enter  
3 into a contractual relationship with County for the purpose of providing services under this  
4 Agreement must employ adequate data security measures to protect the confidential  
5 information provided to Subgrantee by County, including but not limited to the following:

6 (A) Contractor-Owned Mobile/Wireless/Handheld Devices may not be connected to  
7 County networks via personally owned mobile, wireless, or handheld devices, except  
8 when authorized by County for telecommuting and then only if virus protection software  
9 currency agreements are in place, and if a secure connection is used.

10 (B) Contractor-Owned Computers or Computer Peripherals may not be brought into  
11 County for use, including and not limited to mobile storage devices, without prior  
12 authorization from County's Chief Information Officer or their designee. Data must be  
13 stored on a secure server approved by County and transferred by means of a VPN  
14 (Virtual Private Network) connection, or another type of secure connection of this type if  
15 any data is approved to be transferred.

16 (C) County-Owned Computer Equipment –Subgrantee or anyone having an  
17 employment relationship with County may not use County computers or computer  
18 peripherals on non-County premises without prior authorization from County's Chief  
19 Information Officer or their designee.

20 (D) Subgrantee may not store County's private, confidential, or sensitive data on any  
21 hard-disk drive.

22 (E) Subgrantee is responsible to employ strict controls to ensure the integrity and  
23 security of County's confidential information and to prevent unauthorized access to data  
24 maintained in computer files, program documentation, data processing systems, data  
25 files and data processing equipment which stores or processes County data internally  
26 and externally.

27 (F) Confidential client information transmitted to one party by the other by means of  
28 electronic transmissions must be encrypted according to Advanced Encryption

Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

(G) Subgrantee is responsible to immediately notify County of any breaches or potential breaches of security related to County's confidential information, data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes County data internally or externally.

(H) Subgrantee shall require its subcontractors to comply with the provisions of this Data Security section.

### **Article 13**

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions.**

13.1 County and Subgrantee recognize that Subgrantee is a recipient of State or Federal assistance funds under the terms of this Agreement. By signing this Agreement, Subgrantee agrees to comply with applicable Federal suspension and debarment regulations, including but not limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By signing this Agreement, Subgrantee attests to the best of its knowledge and belief, that it and its principals:

(A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and

(B) Shall not knowingly enter into any lower tier covered transaction with an entity or person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Subgrantee shall provide immediate written notice to County if at any time during the term of this Agreement Subgrantee learns that the representations it makes above were erroneous when made or have become erroneous by reason of changed circumstances.

1 13.2 Subgrantee shall include a clause titled "Certification Regarding Debarment,  
2 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and  
3 similar in nature to this Article Thirteen (13) in all lower tier covered transactions and in all  
4 solicitations for lower tier covered transactions.

5 13.3 Subgrantee shall, prior to soliciting or purchasing goods and services in excess of  
6 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and  
7 debarment status at <https://sam.gov/SAM/>.

8 13.4 The certification in Article Thirteen (13) of this Agreement is a material representation  
9 of fact upon which County relied in entering into this Agreement.

## 10 **Article 14**

### 11 **General Terms**

12 14.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this  
13 Agreement may not be modified, and no waiver is effective, except by written consent by both  
14 parties. The Subgrantee acknowledges that County employees have no authority to modify this  
15 Agreement except as expressly provided in this Agreement.

16 (A) Changes to line items in the Exhibit B, Compensation, in an amount not to  
17 exceed 10% of the maximum annual compensation payable to the Subgrantee may be  
18 made with the written approval of County's DSS Director or their designee. Said  
19 modifications shall not result in any changes to the maximum compensation amount  
20 payable to Subgrantee, as stated in this Agreement.

21 (B) Subgrantee agrees that reductions to the maximum compensation set forth under  
22 Article Three (3) of this Agreement may be necessitated by a reduction in funding from  
23 State or Federal sources. Any such reduction to the maximum compensation may be  
24 made with the written approval of County's DSS Director or their designee and  
25 Subgrantee. Subgrantee further understands that this Agreement is subject to any  
26 restriction, limitations, or enactments of all legislative bodies which affect the provisions,  
27 term, or funding of this Agreement in any manner. If the parties do not provide written  
28 approval for modification due to reduced funding, this Agreement may be terminated in

accordance with Section 6.1 above.

14.2 **Subgrantee's Name Change.** An amendment, assignment, or new agreement is required to change the name of Subgrantee as listed on this Agreement. Upon receipt of legal documentation of the name change, County will process the agreement. Payment of invoices presented with a new name cannot be paid prior to approval of said agreement.

14.3 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party. Any transferee, assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations. Subgrantee shall be held primarily responsible by County for the performance of any transferee, assignee or subcontractor unless otherwise expressly agreed to in writing by County. The use of subcontractor by Subgrantee shall not entitle Subgrantee to any additional compensation than provided for under this Agreement.

14.4 **Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement.

14.5 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. Subgrantee consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

14.6 **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

14.7 **Days.** Unless otherwise specified, "days" means calendar days.

14.8 **Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

14.9 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of

1 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
2 intent.

3       **14.10 Nondiscrimination.** During the performance of this Agreement, the Subgrantee  
4 shall not unlawfully discriminate against any employee or applicant for employment, or recipient  
5 of services, because of race, religious creed, color, national origin, ancestry, physical disability,  
6 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
7 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
8 all applicable State of California and federal statutes and regulation.

9               (A) Domestic Partners and Gender Identity. For State fund-funded contracts of  
10 \$100,000 or more, Subgrantee certifies that it complies with Public Contract Code  
11 Section 10295.3.

12               (B) Americans with Disabilities Act. Subgrantee shall comply with the Americans with  
13 Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as  
14 well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C.  
15 12101 et seq.).

16               (C) Subgrantee shall include the non-discrimination and compliance provisions of  
17 this section in all subcontracts to perform work under this Agreement.

18       **14.11 Limited English Proficiency.** Subgrantee shall ensure interpreting and translation  
19 services are provided to persons participating in Subgrantee's services who have limited or no  
20 English language proficiency, including services to persons who are deaf or blind. Interpreter  
21 and translation services shall be provided as necessary to allow such participants meaningful  
22 access to the programs, services and benefits provided by Subgrantee. Interpreter and  
23 translation services, including translation of Subgrantee's "vital documents" (those documents  
24 that contain information that is critical for accessing Subgrantee's services or are required by  
25 law) shall be provided to participants at no cost to the participant. Subgrantee shall ensure that  
26 any employees, agents, subcontractors, or partners who interpret or translate for a program  
27 participant, or who directly communicate with a program participant in a language other than  
28 English, demonstrate proficiency in the participant's language and can effectively communicate



any specialized terms and concepts peculiar to Subgrantee's services.

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

**14.13 Grievances.** Subgrantee shall establish procedures for handling client complaints and/or grievances. Such procedures will include provisions for informing clients of their rights to a State Hearing to resolve such issues when appropriate.

**14.14 Lobbying and Political Activity.** None of the funds provided under this Agreement shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in the Congress of the United States of America or the Legislature of the State of California. Subgrantee shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

**14.15 Clean Air Act and the Federal Water Pollution Control Act.** If the compensation to be paid by the County under this Agreement exceeds One Hundred Fifty Thousand and No/100 Dollars (\$150,000) of Federal funding, Subgrantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**14.16 Procurement of Recovered Materials.** If compensation to be paid by the County under this Agreement is funded in whole or in part with Federal funding, In the performance of

1 this Agreement, Subgrantee shall comply with section 6002 of the Solid Waste Disposal Act, as  
2 amended by the Resource Conservation and Recovery Act. The requirements of Section 6002  
3 include procuring only items designated in guidelines of the Environmental Protection Agency  
4 (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials  
5 practicable, consistent with maintaining a satisfactory level of competition, where the purchase  
6 price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding  
7 fiscal year exceeded \$10,000; procuring solid waste management services in a manner that  
8 maximizes energy and resource recovery; and establishing an affirmative procurement program  
9 for procurement of recovered materials identified in the EPA guidelines.

10 14.17 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
11 of the Subgrantee under this Agreement on any one or more occasions is not a waiver of  
12 performance of any continuing or other obligation of the Subgrantee and does not prohibit  
13 enforcement by the County of any obligation on any other occasion.

14 14.18 **Child Support Compliance Act.** If compensation to be paid by the County under  
15 this Agreement includes State funding in excess of \$100,000, the Subgrantee acknowledges in  
16 accordance with Public Contract Code 7110, that:

17 (A) Subgrantee recognizes the importance of child and family support obligations  
18 and shall fully comply with all applicable state and federal laws relating to child and  
19 family support enforcement, including, but not limited to, disclosure of information and  
20 compliance with earnings assignment orders, as provided in Chapter 8 (commencing  
21 with section 5200) of Part 5 of Division 9 of the Family Code; and

22 (B) Subgrantee to the best of its knowledge is fully complying with the earnings  
23 assignment orders of all employees and is providing the names of all new employees to  
24 the New Hire Registry maintained by the California Employment Development  
25 Department.

26 14.19 **Priority Hiring Considerations.** If compensation to be paid by the County under this  
27 Agreement includes State funding and services in excess of \$200,000, Subgrantee shall give  
28 priority consideration in filling vacancies in positions funded by the Agreement to qualified

recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public Contract Code Section 10353.

**14.20 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between the Subgrantee and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

**14.21 No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

**14.22 Authorized Signature.** The Subgrantee presents and warrants to the County that:

(A) The Subgrantee is duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individual signing this Agreement on behalf of the Subgrantee is duly authorized to do so and his or her signature on this Agreement legally binds the Subgrantee to the terms of this Agreement.

**14.23 Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or

1 judicial proceeding, and (2) has the same force and effect as the valid original  
2 handwritten signature of that person.

3 (C) The provisions of this section satisfy the requirements of Civil Code section  
4 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
5 Part 2, Title 2.5, beginning with section 1633.1).

6 (D) Each party using a digital signature represents that it has undertaken and  
7 satisfied the requirements of Government Code section 16.5, subdivision (a),  
8 paragraphs (1) through (5), and agrees that each other party may rely upon that  
9 representation.

10 (E) This Agreement is not conditioned upon the parties conducting the transactions  
11 under it by electronic means and either party may sign this Agreement with an original  
12 handwritten signature.

13 14.24 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
14 original, and all of which together constitute this Agreement.

15 [SIGNATURE PAGE FOLLOWS]  
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28

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 COUNTY OF MADERA

COUNTY OF FRESNO

3  
4  
5 Leticia Gonzalez, Chairman of the Board of  
6 Supervisors of the County of Madera  
7 200 W. Fourth Street, Ste 4200  
8 Madera, CA 93637

9 **Attest:**  
10 Karen Scrivner  
11 Chief Clerk to the Board of Supervisors  
12 County of Madera, State of California

13 By: \_\_\_\_\_

14 Mailing Address:  
15 County of Madera  
16 County Administrative Office  
17 200 W. Fourth Street, Ste 4200  
18 Madera, CA 93637

19 For accounting use only:

20 Org No.: 56107114  
21 Account No.: 7870  
22 Fund No.: 0001  
23 Subclass No.: 10000  
24  
25  
26  
27  
28



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

**Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California


By: 

Deputy

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 COUNTY OF MADERA

COUNTY OF FRESNO

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6 Supervisors of the County of Madera  
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Board of Supervisors of the County of Fresno

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8 Karen Scrivner  
9 Chief Clerk to the Board of Supervisors  
County of Madera, State of California

**Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

10   
11 By: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

12 Mailing Address:  
13 County of Madera  
County Administrative Office  
14 200 W. Fourth Street, Ste 4200  
Madera, CA 93637

15 For accounting use only:

16 Org No.: 56107114  
17 Account No.: 7870  
Fund No.: 0001  
18 Subclass No.: 10000

## SCOPE OF SERVICES

ORGANIZATION: County of Madera  
ADDRESS: 200 W. 4<sup>TH</sup> Street, Suite 4200, Madera, CA 93637  
CONTRACT: Joel Bugay, Deputy County Administrative Officer  
TELEPHONE: (559) 675-7703  
EMAIL: [joel.bugay@maderalcounty.com](mailto:joel.bugay@maderalcounty.com)  
CONTRACT: Rapid Rehousing and Street Outreach Services in Madera County  
CONTRACT TERM: April 8, 2025 through April 30, 2028

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### **SCOPE OF SERVICES**

Subgrantee shall use the awarded funding to provide an estimated 12 months of Rapid Rehousing services in Madera County to approximately 42 clients serviced annually. Additionally, subgrantee shall use the funding to provide Street Outreach services to engage and provide services to approximately 80 unsheltered individuals and families annually in Madera County.

### **TARGET POPULATION**

The target population is individuals or families experiencing homelessness or are at-risk of homelessness, as defined by 24 CFR 578.3, in Madera County.

### **A. MADERA COUNTY RESPONSIBILITIES**

Madera County shall:

- Ensure that all subrecipients offer low-barrier access with no requirements for participation in activities or sobriety. Services must include the following:
  - diversion pre-screening
  - case management
  - housing search and placement
  - connection to community resources
  - stabilization of health issues
  - rental subsidies
  - utility subsidies
  - incentives to landlords
- Ensure that all subrecipients of this funding utilize the Homeless Management Information System (HMIS) to enter all required client data and track HHAP funded projects, services, and clients serviced.

- Ensure that HMIS data is collected in accordance with applicable laws supported by HHAP funding and provide Fresno County program data as necessary for quarterly and annual reports.
- Ensure that selected providers participating in Coordinated Entry, prioritizing clients for housing interventions based on vulnerability.
- Participate in and provide data elements to the statewide Homeless Data Integration system (HDIS) in partnership with the Housing Authority of the County of Fresno, in accordance with the existing FMCoC data Use Agreement with the Business Consumer Services and Housing (BCSH) Agency and applicable Federal and State law.
- Submit Quarterly and Annual expenditure updates to Fresno County for purposes of tracking expenditure deadlines for the funding.
- Ensure all earnings from any interest-bearing account established by Madera County for the deposit of HHAP funds, along with any interest-bearing accounts opened by subrecipients of Madera County for the deposit of HHAP funds, are used for HHAP eligible activities and reported as required by HHAP.
- Ensure outcomes will align with the cross-jurisdictional goals of the FMCoC, including system performance measures and racial equity and inclusion goals.

## B. FRESNO COUNTY RESPONSIBILITIES

### Fresno County Shall:

- Designate a contact person for Madera to communicate with when necessary.
- Meet with Madera as often as needed, to exchange pertinent information, resolve problems, training, and monitoring of services.
- Provide timely requests for HMIS and expenditure data necessary for State reporting, for services provided through this agreement.



## Exhibit B

### Insurance Requirements

#### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

#### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the [DSSContractinsurance@fresnocountyca.gov](mailto:DSSContractinsurance@fresnocountyca.gov), Attention: Contract Analyst.
  - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

## Exhibit B

- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such

## Exhibit B

charges against any amounts owed by the County to the Contractor under this Agreement.

- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

## **Exhibit C**

### **Self-Dealing Transaction Disclosure Form**

In order to conduct business with the County of Fresno ("County"), members of a Subgrantee's board of directors ("Subgrantee"), 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 used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

## Exhibit C

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