

**AMENDMENT I TO AGREEMENT**

THIS AMENDMENT, hereinafter referred to as "Amendment I", is made and entered into this 12th day of January, 2021, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and **RH COMMUNITY BUILDERS** a California Limited Liability Partnership, whose address is 331 Shields Ave, Fresno, CA 93705 hereinafter referred to as "**CONTRACTOR**," collectively, "the parties."

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-20-312, effective August 18, 2020, whereby CONTRACTOR agreed to enter into a Master Lease program to fulfill the need of the Department of Behavioral Health (DBH) of a Property owner to lease apartment units to individuals who are homeless or at risk of homelessness living with a serious Mental Illness, who are referred by DBH, a contract provider with the DBH, and other County departments and other agencies;

WHEREAS, the parties desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. That the COUNTY Agreement No. A-20-312, at Section Three (3) "**TERMINATION**", on Page Two (2), beginning on Line Eight (8) with the word "Non-Allocation" and ending on Page Two (2), Line Twenty-Eight (28) with the word "terminate" be deleted and replaced with the following:

**A. Non-Allocation of Funds** – The terms of this Agreement, and the services to be provided thereunder, is contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated at any time by giving CONTRACTOR ninety (90) days advance written notice.

**B. Breach of Contract** – COUNTY shall give CONTRACTOR advance written notice and opportunity for CONTRACTOR to cure any default before suspension or termination of this agreement. If the default is not cured within sixty days (60) of notice of default, COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of COUNTY there is:

- 1) An illegal or improper use of funds;

- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 4) Improperly performed service.

In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand or at COUNTY's option, such repayment shall be deducted from future payments owing to CONTRACTOR under this Agreement.

**C. Without Cause** – Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY or CONTRACTOR upon the giving of one hundred-twenty (120) days advance written notice of an intention to terminate.

2. That in the COUNTY Agreement No. 20-312 Section Seven (7) "**MODIFICATION**", on Page Seven (7), beginning on Line Twenty-Two (22), with the word "Changes" and ending on Page Seven (7), Line Twenty-Five (25) with the word "Office" be deleted in its entirety.

3. That in the COUNTY Agreement No. 20-312, all references to "Exhibit C" shall be deleted and replaced with "Exhibit B."

4. That the COUNTY Agreement No. 20-312 Section Ten (10) "**INSURANCE**", Subsection C, on Page Nine (9), beginning on Line Two (2), with the word "Real" and ending on Page Two (2), Line Ten (10) with the word "Policy" be deleted in its entirety.

5. That the COUNTY Agreement No. A-20-312, at Section Three (10) "**INSURANCE**", Subsection H on Page Ten (10), beginning on Line Four (5), with the word "Waiver" and ending on Page Ten (10), Line Eight (8) with the word "insurer" be deleted and replaced with the following:

**H. Waiver of Subrogation**

CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under

1 such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this  
2 waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has  
3 received a waiver of subrogation endorsement from the insurer.

4 6. That in the COUNTY Agreement No. 20-312, all references to "Exhibit A" shall be replaced  
5 with the text "Revised Exhibit A." Revised Exhibit A is attached hereto and incorporated  
6 herein by this reference.

7 7. That in the COUNTY Agreement No. 20-312, "Exhibit B" is attached hereto and incorporated  
8 herein by this reference.

9 COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend the Agreement and,  
10 that upon execution of this Amendment I, the Agreement and Amendment I together shall be  
11 considered the Agreement.

12 The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants,  
13 conditions and promises contained in the Agreement and not amended herein shall remain in full force  
14 and effect. This Amendment I shall be retroactively effective July 1, 2020.

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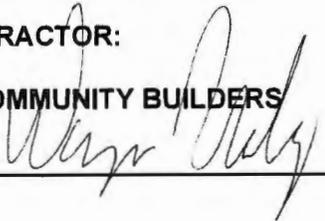
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and  
2 year first hereinabove written.

3 **CONTRACTOR:**

4 **RH COMMUNITY BUILDERS**

5 By: 

6 Print Name: Wayne Rutledge

7 Title: Chief Executive Officer  
8 Chief Executive Officer, or  
9 President, or any Vice President

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

11 Print Name: \_\_\_\_\_

12 Title: \_\_\_\_\_  
13 Secretary (of Corporation), or  
14 any Assistant Secretary, or  
15 Chief Financial Officer, or  
16 any Assistant Treasurer

17 Mailing Address:  
18 RH Community Builders, LLP  
19 331 Shields Ave  
20 Fresno, CA 93705  
21 Contact: Wayne Rutledge, CEO  
22 Phone: (559) 221-3170 ext. 108

23 Fund/Subclass: 0001/10000  
24 Account/Program: 7295/0  
25 Org/Cost Center: 5630/4816

26 **COUNTY OF FRESNO**

27 By: 

28 Steve Brandau, Chairman of  
the Board of Supervisors of the  
County of Fresno

Date: 1/12/2021

ATTEST:

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

By: 

Date: 1/12/2021

## **TENANT RENT AND PROPERTY MANAGEMENT SUMMARY OF SERVICES**

ORGANIZATION: RH Community Builders  
ADDRESS: 331 W. Shields Ave, Fresno, CA 93705  
SERVICES: Tenant Rent and Property Management Agreement  
TELEPHONE: 559-221-3170 ext 108  
CONTACT: Brad Hardie, President  
EMAIL: [brad@regencyfresno.com](mailto:brad@regencyfresno.com)  
CONTRACT PERIOD: July 1, 2020 – June 30, 2021, with one (1) possible one (1) year extension  
CONTRACT AMOUNT: \$2,073,416.00

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### PROGRAM DESCRIPTION

Property Management Service for Master Lease

### SERVICES

Services include staffing and overhead for coordination of move ins/move outs, all work orders including after-hours calls, coordination of maintenance between tenants, ordering and placing furniture for all new tenants, and collection of tenant portion of rent.

### CONTRACTOR RESPONSIBILITIES

#### Administrative Requirements

1. CONTRACTOR will provide 68 rental housing units where the Department of Behavioral Health permanent supportive housing tenants reside.
2. CONTRACTOR will provide staffing for coordination of move ins/move outs, all work orders including after-hours calls,
3. CONTRACTOR will coordinate maintenance between tenants, and ordering and placing furniture for all new tenants,
4. CONTRACTOR will provide COUNTY with an itemized list of the furniture purchased and maintained in the units.
5. CONTRACTOR will collect tenant portion of rent, which will be used to offset the cost of furnishing empty units inherited at the beginning of this agreement. The remainder of the collected tenant rent will be provided back to the County or offset in monthly invoices.
6. CONTRACTOR will offset replacement of tenant furniture or maintenance costs upon move-out with the tenant's deposit before charging COUNTY for any damages caused by the tenant. If the deposit does not cover all damages, CONTRACTOR will make a documented effort to receive payment from the tenant. If that is unsuccessful, they will provide COUNTY with an itemized list of damages, the amount of the deposit, and the remaining balance prior to receiving payment.

7. CONTRACTOR will submit invoice to COUNTY by the 10<sup>th</sup> of each month following services.
8. CONTRACTOR will attend program and contract meetings coordinated by DBH.

#### COUNTY RESPONSIBILITIES

1. COUNTY will offer case management services to all tenants.
2. COUNTY will refer homelessness individuals for housing in the event vacancies occur.
3. COUNTY will designate a contact person for CONTRACTOR to communicate with when necessary.
4. COUNTY will meet with CONTRACTOR monthly, or as often as needed, to exchange pertinent information, resolve problems, and work collaboratively to coordinate services.
5. COUNTY will pay rent for 68 units that have been reserved for DBH permanent supportive housing tenants, regardless of occupancy.

**Master Lease Agreement No. 20-312**

**RH Community Builders**

**Fiscal Year (FY) 2020-2021**

**PROGRAM EXPENSES**

**4000: FACILITIES & EQUIPMENT**

Acct #	Line Item Description	Amount
4001	Building Maintenance (Replacement of Tenant Furniture and Tenant Damage Repairs)	\$ 60,000
4002	Rent/Lease Building (Rent for Tenant Units)	764,508
4003	Rent/Lease Equipment	-
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities (Actual Incurred Costs)	130,000
4007	Other (Furnishing Empty Units)	20,000
4008	Other (specify)	-
4009	Other (specify)	-
4010	Other (specify)	-
<b>FACILITIES/EQUIPMENT TOTAL:</b>		<b>\$ 974,508</b>

**6000: ADMINISTRATIVE EXPENSES**

Acct #	Line Item Description	Amount
6001	Administrative Overhead (Property Management Fee)	\$ 82,200
6002	Professional Liability Insurance	-
6003	Accounting/Bookkeeping	-
6004	External Audit	-
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Other (specify)	-
6009	Other (specify)	-
6010	Other (specify)	-
6011	Other (specify)	-
6012	Other (specify)	-
<b>ADMINISTRATIVE EXPENSES TOTAL</b>		<b>\$ 82,200</b>

**TOTAL PROGRAM EXPENSES \$ 1,056,708**

**PROGRAM FUNDING SOURCES**

**8300 - MENTAL HEALTH SERVICE ACT (MHSA)**

Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports		\$ 1,036,708
8302	PEI - Prevention & Early Intervention		-
8303	INN - Innovations		-
8304	WET - Workforce Education & Training		-
8305	CFTN - Capital Facilities & Technology		-
<b>MHSA TOTAL</b>			<b>\$ 1,036,708</b>

**8400 - OTHER REVENUE**

Acct #	Line Item Description	Amount
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8401	Client Fees	\$	-
8402	Client Insurance		-
8403	Grants (Specify)		-
8404	Other (Specify) (Collected Tenant Rent)		164,298
8405	Other (Specify)		-
<b>OTHER REVENUE TOTAL</b>		<b>\$</b>	<b>164,298</b>

<b>TOTAL PROGRAM FUNDING SOURCES:</b>		<b>\$</b>	<b>1,201,006</b>
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<b>NET PROGRAM COST:</b>		<b>\$</b>	<b>(144,298)</b>
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**Master Lease Agreement No. 20-312**

**RH Community Builders**

**Fiscal Year (FY) 2021-2022**

**PROGRAM EXPENSES**

**4000: FACILITIES & EQUIPMENT**

Acct #	Line Item Description	Amount
4001	Building Maintenance (Replacement of Tenant Furniture and Tenant Damage Repairs)	\$ 60,000
4002	Rent/Lease Building (Rent for 68 Units)	764,508
4003	Rent/Lease Equipment	-
4004	Rent/Lease Vehicles	-
4005	Security	-
4006	Utilities (Actual Incurred Costs)	130,000
4007	Other (Specify)	-
4008	Other (Specify)	-
4009	Other (Specify)	-
4010	Other (Specify)	-
<b>FACILITIES/EQUIPMENT TOTAL:</b>		<b>\$ 954,508</b>

**6000: ADMINISTRATIVE EXPENSES**

Acct #	Line Item Description	Amount
6001	Administrative Overhead (Program Management Fee)	\$ 82,200
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6004	External Audit	-
6005	Insurance (Specify):	-
6006	Payroll Services	-
6007	Depreciation (Provider-Owned Equipment to be Used for Program Purposes)	-
6008	Other (Specify)	-
6009	Other (Specify)	-
6010	Other (Specify)	-
6011	Other (Specify)	-
6012	Other (Specify)	-
<b>ADMINISTRATIVE EXPENSES TOTAL</b>		<b>\$ 82,200</b>

**TOTAL PROGRAM EXPENSES \$ 1,036,708**

**PROGRAM FUNDING SOURCES**

**8300 - MENTAL HEALTH SERVICE ACT (MHSA)**

Acct #	MHSA Component	MHSA Program Name	Amount
8301	CSS - Community Services & Supports		\$ 1,036,708
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<b>MHSA TOTAL</b>			<b>\$ 1,036,708</b>

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8405	Other (Specify)		-
<b>OTHER REVENUE TOTAL</b>		<b>\$</b>	<b>164,298</b>

<b>TOTAL PROGRAM FUNDING SOURCES:</b>		<b>\$</b>	<b>1,201,006</b>
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<b>NET PROGRAM COST:</b>		<b>\$</b>	<b>(164,298)</b>
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