

AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of June, 2023, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Housing Authority of the City of Fresno, a California public body corporate and politic whose address is 1331 Fulton Street, Fresno, CA 93721, hereinafter referred to as "CONTRACTOR." The COUNTY and the CONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

A. COUNTY continues to have a significant population of homeless and housing insecure families receiving Department of Social Services (DSS) assistance in need of temporary housing and support services. DSS requires a qualified Contractor with a suitable facility that can provide an apartment complex, property management and onsite security services for this purpose.

B. COUNTY has partnered with CONTRACTOR for over forty (40) years to provide housing to families referred by DSS and involved in DSS programs who are in need of temporary housing. COUNTY desires to enter into an agreement with CONTRACTOR for exclusive use of the forty-five (45) unit facility, also known as Sierra Terrace, to offer housing to COUNTY clients. CONTRACTOR has the expertise and is willing and able to provide the facility and services pursuant to the terms and conditions of this Agreement

C. COUNTY, through DSS, receives allocation funding from the California Department of Social Services (CDSS) to administer the California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program, authorized by Senate Bill (SB) 855 (Chapter 29, Statutes of 2014) and the Bringing Families Home (BFH) program, authorized by Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016).

D. The purpose of this Agreement is to provide stable housing to clients of DSS as they develop a permanent housing plan and work to remove barriers to that plan. CONTRACTOR will provide 45 units situated within Sierra Terrace for exclusive use by County and will provide property management services.

The parties therefore agree as follows:

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1 1. CONTRACTOR'S SERVICES

2 CONTRACTOR shall perform all services as set forth in Exhibit A, Summary of Services,
3 attached hereto and incorporated herein by this reference.

4 CONTRACTOR shall provide specified services and activities pursuant to the program expenses
5 detailed in Exhibit B, Budget Summary, attached hereto and incorporated herein by this reference. The
6 services described in Exhibit A and Exhibit B shall be referred to collectively herein as the "Services".

7 CONTRACTOR represents that it is qualified, ready, willing, and able to perform all of the
8 Services.

9 CONTRACTOR shall, at its own cost, comply with all applicable federal, state, and local laws
10 and regulations in the performance of its obligations under this Agreement, including but not limited to
11 workers compensation, labor, and confidentiality laws and regulations.

12 2. TERM AND OPTION TO EXTEND

13 The term of this Agreement shall commence on July 1, 2023 and continue through and including
14 June 30, 2026.

15 3. TERMINATION

16 A. Non-Allocation of Funds

17 The terms of this Agreement, and the Services to be provided hereunder, are contingent on the
18 allocation of funds by the COUNTY. Should sufficient funds not be allocated, the Services provided may
19 be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days'
20 advance written notice.

21 B. Breach of Contract

22 The COUNTY may suspend or terminate this Agreement in whole or in part, where in the
23 determination of the COUNTY there is a breach on the part of CONTRACTOR consisting of any of the
24 following (each, a "Breach"):

- 25 1) Obtained or used funds illegally or improperly;
26 2) Failed to comply with any term of this Agreement;
27 3) Submitted a substantially incorrect or incomplete report to the COUNTY; or
28 4) Improperly performed any of its obligations under this Agreement.

1 Upon determining that a Breach has occurred, COUNTY may give written notice of the Breach to
2 CONTRACTOR. The written notice may suspend performance under this Agreement, and must provide
3 no less than thirty (30) days for CONTRACTOR to cure the breach.

4 If CONTRACTOR fails to cure the Breach to COUNTY's satisfaction within the time stated in the
5 written notice, COUNTY may terminate this Agreement immediately.

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

13 Any termination of this Agreement by the COUNTY under this Section Three is without penalty to
14 or further obligation of the COUNTY. This Section Three survives the termination of this Agreement.

15 C. Without Cause

16 Under circumstances other than those set forth above, this Agreement may be terminated by
17 CONTRACTOR, COUNTY or COUNTY's DSS Director, or designee, upon the giving of ninety (90) days
18 advance written notice of an intention to terminate this Agreement.

19 4. COMPENSATION

20 For actual Services provided pursuant to the terms of this Agreement, COUNTY agrees to pay
21 CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with the Exhibit B,
22 Budget Summary.

23 In no event shall compensation paid for the Services be in excess of Three Million Three Hundred
24 Forty-Eight Thousand Seven Hundred Ninety-Three and No/100 Dollars (\$3,348,793.00) during the Term
25 of this Agreement. For the period of July 1, 2023, through June 30, 2024, in no event shall compensation
26 paid for the Services be in excess of One Million Sixty-Nine Thousand Three Hundred Three and No/100
27 Dollars (\$1,069,303.00). For the period of July 1, 2024 through June 30, 2025, in no event shall
28 compensation paid for the Services be in excess of One Million One Hundred Fourteen Thousand Six

1 Hundred Forty and No/100 Dollars (\$1,114,640.00). For the period of July 1, 2025 through June 30, 2026,
2 in no event shall compensation paid for services performed under this agreement be in excess of One
3 Million One Hundred Sixty-Four Thousand Eight Hundred Fifty and No/100 Dollars (\$1,164,850.00).

4 CONTRACTOR is solely responsible for all of its costs and expenses that are not specified as
5 payable by COUNTY under this Agreement. If CONTRACTOR should fail to comply with any provision of
6 the Agreement, COUNTY shall be relieved of its obligation for further compensation, unless and until any
7 curable Breach or default is so cured by CONTRACTOR. Any compensation which is not expended by
8 CONTRACTOR pursuant to the terms and conditions of this Agreement shall automatically revert to
9 COUNTY.

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

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

22 5. INVOICING

23 CONTRACTOR shall invoice COUNTY's DSS in arrears by the tenth (10th) of each month for
24 expenditures incurred and services rendered in the previous month by emailing such invoices and
25 supporting information to: DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in
26 arrears for actual Services provided during the preceding month, within forty-five (45) days after receipt,
27 verification, and approval of CONTRACTOR's invoices by COUNTY's DSS. A monthly activity report
28 shall accompany the invoice, reflecting services supported by the invoiced expenditures and be in a

1 form and in such detail as acceptable to the COUNTY's DSS. All final claims for funding shall be
2 submitted by CONTRACTOR within sixty (60) days following the expiration of the Term or earlier
3 termination of this Agreement. At the discretion of COUNTY's DSS Director or his/her designee,
4 COUNTY's DSS may deny payment of any invoice received more than sixty (60) days following the
5 expiration of the Term or earlier termination of this Agreement.

6 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is otherwise
7 not in proper form or detail, COUNTY's DSS Director or designee shall have the right to withhold
8 payment as to only that portion of the invoice that is incorrect or improper after five (5) days' prior written
9 notice or email correspondence to CONTRACTOR. CONTRACTOR agrees to continue to provide the
10 Services for a period of sixty (60) days after written or email notification of an incorrect or improper
11 invoice. If after the sixty (60) day period the invoice has still not been corrected to COUNTY's DSS
12 satisfaction, COUNTY or COUNTY's DSS Director or designee may elect to terminate this Agreement,
13 pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement.

14 6. MODIFICATION

15 A. Minor changes to the Summary of Services, identified in this Agreement, may be
16 made with the mutual written approval of COUNTY's DSS Director or designee and CONTRACTOR.
17 Minor changes may include, but are not limited to changes that will not significantly alter the
18 responsibilities identified in Exhibit A. Any changes to the Services shall not result in any change to the
19 maximum compensation, unless agreed otherwise in writing by and among the Parties and approved by
20 each Party's respective boards.

21 B. Notwithstanding the above, changes to line items categorized as "Additional
22 Costs" in Exhibit B, Budget Summary, in an amount not to exceed ten percent (10%) of the total
23 maximum compensation payable to CONTRACTOR as identified in Section Four (4) of this Agreement,
24 may be made with the written approval of COUNTY's DSS Director, or designee and CONTRACTOR.
25 Budget line-item changes shall not result in any change to the total maximum compensation amount
26 payable to CONTRACTOR, as stated herein, unless agreed otherwise in writing by and among the
27 Parties and approved by each Party's respective boards.

28 C. CONTRACTOR agrees that reductions to the maximum compensation set forth in

1 Section Four (4) of this Agreement may be necessitated by a reduction in funding from State or Federal
2 sources. Any such reduction to the maximum compensation may be made with the written approval of
3 COUNTY's DSS Director or designee and CONTRACTOR. CONTRACTOR further understands that
4 this Agreement is subject to any restrictions, limitations, or enactments of all legislative bodies which
5 affect the provisions, term, or funding of this agreement in any manner. If the parties do not provide
6 written approval for modification due to reduced funding, this Agreement may be terminated in
7 accordance with Section 3.A. above.

8 7. INDEPENDENT CONTRACTOR

9 In performance of the work, duties and obligations assumed by CONTRACTOR under this
10 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the
11 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
12 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
13 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no
14 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its
15 work and function. However, COUNTY shall retain the right to verify that CONTRACTOR is performing
16 its obligations in accordance with the terms and conditions of this Agreement.

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

19 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no
20 right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be
21 solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee
22 benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all
23 matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security
24 withholding and all other regulations governing such matters. It is acknowledged that during the Term of
25 this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to
26 this Agreement.

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1 8. INDEMNITY AND DEFENSE

2 The Parties each agree to indemnify, save, hold harmless, and at the requesting Party's request,
3 defend the other Party, its members, partners commissioners, officers, agents, employees, and
4 volunteers from any and all demands, injuries, damages, costs, and expenses (including attorney's fees
5 and costs), fines, penalties, liabilities, claims, and losses of any kind occurring or resulting to the
6 requesting Party or any third party that arise from or relate to the performance, or failure to perform, by
7 the other Party, its members, partners, commissioners, officers, agents, or employees, or
8 subcontractors under this Agreement, and from any and all costs and expenses (including attorney's
9 fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or
10 corporation who may be injured or damaged by the performance, or failure to perform, of the other
11 Party, its members, commissioners, officers, agents, or employees under this Agreement. Each Party
12 may conduct or participate in its own defense without affecting the other Party's obligation to indemnify
13 and hold harmless or defend the requesting Party.

14 The provisions of this Section Eight (8) shall survive termination of this Agreement.

15 9. ASSIGNMENT AND SUBCONTRACTS

16 Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties under
17 this Agreement without the prior written consent of the other party. Any transferee, assignee or
18 subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and
19 Federal regulations. CONTRACTOR shall be held primarily responsible by COUNTY for the
20 performance of any transferee, assignee or subcontractor unless otherwise expressly agreed to in
21 writing by COUNTY. The use of a subcontractor by CONTRACTOR shall not entitle CONTRACTOR to
22 any additional compensation than is provided for under this Agreement.

23 10. CONFLICT OF INTEREST

24 No officer, employee or agent of the COUNTY who exercises any function or responsibility for
25 planning and carrying out of the services provided under this Agreement shall have any direct or indirect
26 personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be
27 employed by the CONTRACTOR under this Agreement to fulfill any contractual obligations with the
28 COUNTY. The CONTRACTOR shall comply with all Federal, State of California and local conflict of

1 interest laws, statutes and regulations, which shall be applicable to all parties and beneficiaries under
2 this Agreement and any officer, employee or agent of the COUNTY.

3 11. DISCLOSURE OF SELF-DEALING TRANSACTIONS

4 This provision is only applicable if the CONTRACTOR is operating as a corporation or if during
5 the term of the agreement, the CONTRACTOR changes its status to operate as a corporation.

6 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
7 transactions that they are a party to while CONTRACTOR is providing goods or performing services
8 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR
9 is a party and in which one or more of its directors has a material financial interest. Members of the
10 Board of Commissioners shall disclose any self-dealing transactions that they are a party to by
11 completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and
12 incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-
13 dealing transaction or immediately thereafter.

14 12. INSURANCE

15 CONTRACTOR shall comply with the insurance requirements in Exhibit D to this Agreement.

16 13. NON-DISCRIMINATION

17 During the performance of this Agreement, CONTRACTOR and its officers, employees, agents
18 and subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or
19 regulation against any employee or applicant for employment, or recipient of services under this
20 Agreement, because of age, ethnic group identification, sex, gender, gender identity, gender expression,
21 sexual orientation, color, physical disability, mental disability, medical condition, national origin, race,
22 ancestry, genetic information, marital status, religion, religious creed, military status, or veteran status.

23 CONTRACTOR gives the above agreement in consideration of and for the purpose of obtaining
24 any all federal and state assistance. CONTRACTOR hereby agrees that administrative
25 methods/procedures which have the effect of subjecting individuals to discrimination or defeating the
26 objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures
27 (MPP) Division 21, will be prohibited.

28 CONTRACTOR agrees to compile data, complete training, maintain records and submit reports

1 as required, to permit effective enforcement of the aforementioned laws, rules and regulations and
2 permit authorized COUNTY, CDSS and/or federal government personnel, during normal working hours,
3 to review such records, books and accounts as needed to ascertain compliance. If there are any
4 violations of this Non-Discrimination section, CDSS shall have the right to invoke fiscal sanctions or
5 other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government
6 Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal
7 agency for further compliance action and enforcement of this section.

8 A. Eligibility for Services

9 CONTRACTOR shall prepare and make available to COUNTY and to the public all eligibility
10 requirements to participate in the program implemented as part of the Services.

11 B. Employment Opportunity

12 CONTRACTOR shall comply with the COUNTY policy, and the Equal Employment Opportunity
13 Commission guidelines, which forbids discrimination against any person on the grounds of race, color,
14 national origin, sex, religion, age or handicapped status in employment practices. Such practices include
15 retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay
16 or other forms of compensation, use of facilities and other terms and conditions of employment.

17 C. Nepotism

18 Except by consent of the COUNTY's DSS Director, or designee, no person shall be employed by
19 CONTRACTOR who is related by blood or marriage to, or who is a member of the Board of Directors or
20 an officer of CONTRACTOR.

21 D. Domestic Partners and Gender Identity

22 For State fund-funded contracts of One Hundred Thousand Dollars and No/Cents (\$100,000.00)
23 or more, CONTRACTOR certifies that it complies with Public Contract Code Section 10295.3.

24 E. Americans with Disabilities Act

25 CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, which
26 prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines
27 issued pursuant to the ADA (42 U.S.C. 12101 et seq.)

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1 CONTRACTOR shall include the non-discrimination and compliance provisions of this section in
2 all subcontracts to perform work under this Agreement.

3 14. LIMITED ENGLISH PROFICIENCY

4 CONTRACTOR shall provide interpreting and translation services to persons participating in
5 CONTRACTOR's Services who have limited or no English language proficiency, including services to
6 persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to
7 allow such participants meaningful access to the programs, services and benefits provided by
8 CONTRACTOR. Interpreter and translation services, including translation of CONTRACTOR's "vital
9 documents" (those documents that contain information that is critical for accessing CONTRACTOR's
10 services or are required by law) shall be provided to participants at no cost to the participant.

11 CONTRACTOR shall ensure that any employees, agents, subcontractors, or partners who interpret or
12 translate for a program participant, or who directly communicate with a program participant in a
13 language other than English, demonstrate proficiency in the participant's language and can effectively
14 communicate any specialized terms and concepts peculiar to CONTRACTOR's services.

15 15. CONFIDENTIALITY AND DATA SECURITY

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

18 For the purpose of preventing the potential loss, misappropriation or inadvertent disclosure of
19 COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or
20 disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship
21 with COUNTY for the purpose of providing services under this Agreement must employ adequate data
22 security measures to protect the confidential information provided to CONTRACTOR by COUNTY,
23 including but not limited to the following:

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

28 B. Contractor-Owned Computers or Computer Peripherals may not be brought into

1 COUNTY for use, including and not limited to mobile storage devices, without prior authorization from
2 COUNTY's Chief Information Officer or her designee. Data must be stored on a secure server approved
3 by COUNTY and transferred by means of a VPN (Virtual Private Network) connection, or another type of
4 secure connection of this type if any data is approved to be transferred.

5 C. County-Owned Computer Equipment – CONTRACTOR or anyone having an
6 employment relationship with COUNTY may not use COUNTY computers or computer peripherals on
7 non-COUNTY premises without prior authorization from COUNTY's Chief Information Officer or her
8 designee.

9 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive data
10 on any hard-disk drive.

11 E. CONTRACTOR is responsible to employ strict controls to insure the integrity and
12 security of COUNTY's confidential information and to prevent unauthorized access to data maintained in
13 computer files, program documentation, data processing systems, data files and data processing
14 equipment which stores or processes COUNTY data internally and externally.

15 F. Confidential client information transmitted to one Party by the other by means of
16 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128
17 BIT or higher. Additionally, a password or pass phrase must be utilized.

18 G. CONTRACTOR is responsible to immediately notify COUNTY of any breaches or
19 potential breaches of security related to COUNTY's confidential information, data maintained in
20 computer files, program documentation, data processing systems, data files and data processing
21 equipment which stores or processes COUNTY data internally or externally.

22 H. CONTRACTOR shall require its subcontractors to comply with the provisions of
23 this Data Security section.

24 16. CLEAN AIR AND WATER

25 In the event the funding under this Agreement exceeds One Hundred Fifty Thousand and
26 No/100 Dollars (\$150,000.00), CONTRACTOR shall comply with all applicable standards, orders or
27 requirements issued under the Clean Air Act, as amended, 42 U.S. Code 7401 *et seq.*, and the Federal
28 Water Pollution Control Act, 33 U.S. Code 1251 *et seq.* Under these laws and regulations,

1 CONTRACTOR shall:

2 A. Assure the COUNTY that no facility shall be utilized in the performance of this
3 Agreement that has been listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

4 B. Notify COUNTY prior to execution of this Agreement of the receipt of any
5 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be
6 utilized in the performance of this Agreement is under consideration to be listed on the EPA list of
7 Violating Facilities;

8 C. Report each violation of the above laws to COUNTY and understand and agree
9 that the COUNTY will, in turn, report each violation as required to assure notification to the Federal
10 Emergency Management Agency (FEMA) and the appropriate EPA Regional Office; and

11 D. Include these requirements in each subcontract exceeding One Hundred Fifty
12 Thousand and No/100 Dollars (\$150,000.00) financed in whole or in part with federal assistance.

13 17. PROCUREMENT OF RECOVERED MATERIALS

14 In the performance of this Agreement, CONTRACTOR shall comply with section 6002 of the
15 Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The
16 requirements of Section 6002 include procuring only items designated in EPA guidelines at 40 CFR part
17 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining
18 a satisfactory level of competition, where the purchase price of the item exceeds Ten Thousand and
19 No/100 Dollars (\$10,000.00) or the value of the quantity acquired during the preceding fiscal year
20 exceeded Ten Thousand and No/100 Dollars (\$10,000.00). For contracts meeting this threshold
21 CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-
22 designated items unless the product cannot be acquired:

- 23 i. Competitively within a timeframe providing for compliance with the
24 contract performance schedule;
- 25 ii. Meeting contract performance requirements; or
- 26 iii. At a reasonable price.

27 18. DRUG-FREE WORKPLACE REQUIREMENTS

28 For purposes of this paragraph, CONTRACTOR will be referred to as the "grantee". By drawing

1 funds against this grant award, the grantee is providing the certification that is required by regulations
2 implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations
3 require certification by grantees that they will maintain a drug-free workplace. False certification or
4 violation of the certification shall be grounds for suspension of payments, suspension or termination of
5 grants, or government wide suspension or debarment. CONTRACTOR shall also comply with the
6 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 et
7 seq.).

8 19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
9 VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

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

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

19 2) Shall not knowingly enter into any lower tier covered transaction with an entity
20 or person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily
21 excluded from participation in this transaction by any Federal department or agency.

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

25 C. CONTRACTOR shall include a clause titled "Certification Regarding Debarment,
26 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and similar in
27 nature to this Paragraph Nineteen (19) in all lower tier covered transactions and in all solicitations for
28 lower tier covered transactions.

1 D. CONTRACTOR shall, prior to soliciting or purchasing goods and services in
2 excess of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) funded by this Agreement, review
3 and retain the proposed vendor's suspension and debarment status at <https://sam.gov/SAM/>.

4 E. The certification in Paragraph Nineteen (19) of this Agreement is a material
5 representation of fact upon which COUNTY relied in entering into this Agreement.

6 20. GRIEVANCES

7 CONTRACTOR shall establish procedures for handling client complaints and/or grievances.
8 Such procedures will include provisions for informing clients of their rights to a State Hearing to resolve
9 such issues when appropriate.

10 21. PROHIBITION ON PUBLICITY

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

19 22. LOBBYING AND POLITICAL ACTIVITY

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

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

25 23. STATE ENERGY CONSERVATION

26 CONTRACTORS must comply with the mandatory standard and policies relating to energy
27 efficiency which are contained in the State Energy Conservation Plan issued in compliance with 42
28 United States (US) Code sections 6321, et. seq.

1 24. FRATERNIZATION

2 CONTRACTOR shall establish procedures addressing fraternization between CONTRACTOR'S
3 staff and clients. Such procedures will include provisions for informing CONTRACTOR'S staff and
4 clients regarding fraternization guidelines.

5 25. CHARITABLE CHOICE

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

18 26. INTERPRETATION OF LAWS AND REGULATIONS

19 COUNTY reserves the right to make final interpretations or clarifications on issues relating to
20 Federal and State laws and regulations, to ensure compliance.

21 27. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

22 CONTRACTOR, its officers, consultants, subcontractors, agents and employees shall comply
23 with all applicable State, Federal and local laws, regulations, and executive orders, as well as Federal
24 policies, procedures, and directives governing projects that utilize State and Federal Funds. This
25 includes laws, rules and regulations that pertain to construction, health and safety, labor, fair
26 employment practices, environmental protection, equal opportunity, fair housing, and all other matters
27 applicable or related to CONTRACTOR's services, the CONTRACTOR, its subcontractors, and all
28 eligible activities.

1 CONTRACTOR shall be responsible for obtaining all permits, licenses, and approvals required
2 for performing any activities under this Agreement, including those necessary to perform design,
3 implementation, operation, and maintenance of the activities. CONTRACTOR shall be responsible for
4 observing and complying with any applicable federal, state, and local laws, rules, and regulations
5 affecting any such work, specifically those including, but not limited to, environmental protection,
6 procurement, and safety laws, rules, regulations, and ordinances. CONTRACTOR shall provide copies
7 of permits and approvals to COUNTY upon request.

8 28. NO OBLIGATION BY FEDERAL GOVERNMENT

9 The Federal Government is not a party to this contract and is not subject to any obligations or
10 liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from
11 this Agreement.

12 29. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

13 CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False
14 Claims and Statements) applies to CONTRACTOR's actions pertaining to this contract.

15 30. RECORDS

16 A. Record Establishment and Maintenance

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

22 B. Cost Documentation

23 1) CONTRACTOR shall submit to COUNTY within ten (10) calendar days
24 following the end of each month, all fiscal and program reports for that month. CONTRACTOR shall
25 also furnish to COUNTY such statements, records, data and information as COUNTY may request
26 pertaining to matters covered by this Agreement. In the event that CONTRACTOR fails to provide
27 reports as provided herein, it shall be deemed sufficient cause for COUNTY to withhold payments until
28 compliance is established.

1 2) All costs shall be supported by properly executed payrolls, time records,
2 invoices, vouchers, orders, or any other accounting documents pertaining in whole or in part to this
3 Agreement and they shall be clearly identified and readily accessible, as may be applicable. The
4 support documentation must indicate the line budget account number to which the cost is charged.

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

11 C. Service Documentation

12 CONTRACTOR agrees to maintain records to verify the Services under this Agreement,
13 including names and addresses of clients served, if applicable, and the dates of service and a
14 description of services provided on each occasion. These records and any other documents pertaining
15 in whole or in part to this Agreement shall be clearly identified and readily accessible.

16 31. PUBLIC RECORDS

17 The COUNTY is not limited in any manner with respect to its public disclosure of this
18 Agreement or any record or data that the CONTRACTOR may provide to the COUNTY. The COUNTY's
19 public disclosure of this Agreement or any record or data that the CONTRACTOR may provide to the
20 COUNTY may include but is not limited to the following:

21 A. The COUNTY may voluntarily, or upon request by any member of the public or
22 governmental agency, disclose this Agreement to the public or such governmental agency.

23 B. The COUNTY may voluntarily, or upon request by any member of the public or
24 governmental agency, disclose to the public or such governmental agency any record or data that the
25 Contractor may provide to the COUNTY, unless such disclosure is prohibited by court order.

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

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

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

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

11 32. SINGLE AUDIT CLAUSE

12 If CONTRACTOR expends Seven Hundred Fifty Thousand and No/100 Dollars
13 (\$750,000.00) or more in Federal and Federal flow-through monies annually, CONTRACTOR agrees to
14 conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth
15 in Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200.
16 CONTRACTOR shall submit said audit and management letter to COUNTY. The audit must include a
17 statement of findings or a statement that there were no findings. If there were negative findings,
18 CONTRACTOR must include a corrective action signed by an authorized individual. CONTRACTOR
19 agrees to take action to correct any material non-compliance or weakness found as a result of such
20 audit. Such audit shall be delivered to COUNTY's DSS, Administration, for review within nine (9) months
21 of the end of any fiscal year in which funds were expended and/or received for the program. Failure to
22 perform the requisite audit functions as required by this Agreement may result in COUNTY performing
23 the necessary audit tasks, or at COUNTY's option, contracting with a public accountant to perform said
24 audit, or, may result in the inability of COUNTY to enter into future agreements with CONTRACTOR. All
25 audit costs related to this Agreement are the sole responsibility of CONTRACTOR.

26 A. A single audit report is not applicable if all CONTRACTOR's Federal contracts do
27 not exceed the Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) requirement or
28 CONTRACTOR's funding is through Drug related Medi-Cal. If a single audit is not applicable, a program

1 audit must be performed and a program audit report with management letter shall be submitted by
2 CONTRACTOR to COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said
3 audit report shall be delivered to COUNTY's DSS, Administration, for review no later than nine (9)
4 months after the close of the fiscal year in which the funds supplied through this Agreement are
5 expended. Failure to comply with this Act may result in COUNTY performing the necessary audit tasks
6 or contracting with a qualified accountant to perform said audit. All audit costs related to this Agreement
7 are the sole responsibility of CONTRACTOR who agrees to take corrective action to eliminate any
8 material noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY
9 under this paragraph shall be billed to the CONTRACTOR at COUNTY cost, as determined by
10 COUNTY's Auditor-Controller/Treasurer-Tax Collector.

11 B. CONTRACTOR shall make available all records and accounts for inspection by
12 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal
13 Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at
14 least three (3) years following final payment under this Agreement or the closure of all other pending
15 matters, whichever is later.

16 33. AUDITS AND INSPECTIONS

17 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may
18 deem necessary, make available to the COUNTY for examination all of its records and data with respect
19 to the matters covered by this Agreement, excluding attorney-client privileged communications. The
20 CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of
21 such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this
22 Agreement.

23 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), CONTRACTOR
24 shall be subject to the examination and audit of the Auditor General for a period of three (3) years after
25 final payment under contract (California Government Code Section 8546.7). This section survives the
26 termination or expiration of this Agreement.

27 In addition, CONTRACTOR shall cooperate and participate with COUNTY's fiscal review
28 process and comply with all final determinations rendered by the COUNTY's fiscal review process. If

1 COUNTY reaches an adverse decision regarding CONTRACTOR's services to consumers, it may result
2 in the disallowance of payment for services rendered; or in additional controls to the delivery of services,
3 or in the termination of this Agreement, at the discretion of COUNTY's DSS Director or designee. If as a
4 result of COUNTY's fiscal review process a disallowance is discovered due to CONTRACTOR's
5 deficiency, CONTRACTOR shall be financially liable for the amount previously paid by COUNTY to
6 CONTRACTOR and this disallowance will be adjusted from CONTRACTOR's future payments, at the
7 discretion of COUNTY's DSS Director or designee. In addition, COUNTY shall have the sole discretion
8 in the determination of fiscal review outcomes, decisions, and actions.

9 **34. CHILD SUPPORT COMPLIANCE ACT**

10 If this Agreement includes State funding in excess of One Hundred Thousand and No/100
11 Dollars (\$100,000.00), the Contractor acknowledges in accordance with Public Contract Code 7110,
12 that:

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

18 B. CONTRACTOR to the best of its knowledge is fully complying with the earnings
19 assignment orders of all employees and is providing the names of all new employees to the New Hire
20 Registry maintained by the California Employment Development Department.

21 **35. PRIORITY HIRING CONSIDERATIONS**

22 If this Agreement includes State funding and services in excess of Two Hundred Thousand and
23 No/100 Dollars (\$200,000.00), CONTRACTOR shall give priority consideration in filling vacancies in
24 positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code
25 Section 11200, in accordance with Public Contract Code Section 10353.

26 **36. CONTRACTOR'S NAME CHANGE**

27 An amendment, assignment, or new agreement is required to change the name of
28 CONTRACTOR 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.

37. PROPERTY OF COUNTY

Any use of COUNTY funds provided under this Agreement, as specified in Exhibit B, for the purchase of computer hardware, software, and printers must be approved by COUNTY prior to purchase and must meet COUNTY specifications. CONTRACTOR agrees to take reasonable and prudent steps to ensure the security of any and all said hardware and software provided to it by COUNTY under this Agreement, and to maintain replacement-value insurance coverages on said hardware and software approved by COUNTY.

In addition, all purchases over Five Thousand and No/100 Dollars (\$5,000.00) made during the life of this Agreement shall be identified as fixed assets with an assigned COUNTY Accounting Inventory Number. These fixed assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement. The CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed assets and shall be physically present when fixed assets are returned to COUNTY possession at the termination or expiration of this Agreement. CONTRACTOR is responsible for returning to COUNTY all COUNTY owned fixed assets upon the expiration or termination of this Agreement.

38. PUBLIC INFORMATION

CONTRACTOR shall disclose COUNTY as a funding source in all public information and program materials developed in support of contracted services.

39. NOTICES

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

COUNTY

Director of Social Services, County of Fresno
Department of Social Services
P.O. Box 1912
Fresno, CA 93712

CONTRACTOR

CEO
Housing Authority of the City of Fresno
1331 Fulton Street
Fresno, CA 93721

Either Party may change the information in this section by giving notice as provided in this section. All

1 notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must
2 be in writing and delivered either by personal service, by first-class United States mail, ~~or~~ by an overnight
3 commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF)
4 document attached to an email. A notice delivered by personal service is effective upon service to the
5 recipient. A notice delivered by first-class United States mail is effective three (3) COUNTY business days
6 after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by
7 an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the
8 overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day
9 delivery, addressed to the recipient. A notice delivered by telephonic facsimile transmission or by PDF
10 document attached to an email is effective when transmission to the recipient is completed (but, if such
11 transmission is completed outside of COUNTY's business hours, then such delivery is deemed to be
12 effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine
13 record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in
14 this section establishes, waives, or modifies any claims presentation requirements or procedures provided
15 by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government
16 Code, beginning with section 810).

17 40. CHANGE OF LEADERSHIP/MANAGEMENT

18 In the event of any change in the status of CONTRACTOR's leadership or management,
19 CONTRACTOR shall provide written notice to COUNTY within thirty (30) days from the date of change.
20 Such notification shall include any new leader or manager's name and address. "Leadership or
21 management" shall include any employee, member, or owner of CONTRACTOR who either a) directs
22 individuals providing services pursuant to this Agreement, b) exercises control over the manner in which
23 services are provided, or c) has authority over CONTRACTOR's finances.

24 41. RESOLUTION

25 A county, City, district, or other local public body must provide COUNTY with a copy of a
26 resolution, order, motion, or ordinance of the local governing body which by law has authority to enter
27 into an agreement, authorizing execution of the agreement.

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1 42. NO THIRD PARY BENEFICIARIES

2 This Agreement does not and is not intended to create any rights or obligations for any person or
3 entity except for the Parties.

4 43. AUTHORIZED SIGNATURE

5 CONTRACTOR represents and warrants to COUNTY that:

6 (A) CONTRACTOR is duly authorized and empowered to sign and perform its obligations
7 under this Agreement.

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

11 44. ELECTRONIC SIGNATURE

12 The parties agree that this Agreement may be executed by electronic signature as provided in
13 this section. An "electronic signature" means any symbol or process intended by an individual signing
14 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed
15 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
16 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to
17 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing
18 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or
19 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of
20 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
21 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,
22 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken
23 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
24 through (5), and agrees that each other Party may rely upon that representation. This Agreement is not
25 conditioned upon the Parties conducting the transactions under it by electronic means and either Party
26 may sign this Agreement with an original handwritten signature.

27 45. COUNTERPARTS

28 This Agreement may be signed in counterparts, each of which is an original, and all of which

1 together constitute this Agreement.

2 46. GOVERNING LAW, JURISDICTION, AND VENUE

3 The laws of the State of California govern all matters arising from or related to this Agreement.
4 This Agreement is signed and performed in Fresno County, California. CONTRACTOR consents to
5 California jurisdiction for actions arising from or related to this Agreement, and, subject to the
6 Government Claims Act, all such actions must be brought and maintained in Fresno County.

7 47. NO WAIVER

8 Payment, waiver, or discharge by COUNTY of any liability or obligation of CONTRACTOR under
9 this Agreement on any one or more occasions is not a waiver of performance of any continuing or other
10 obligation of CONTRACTOR and does not prohibit enforcement by COUNTY of any obligation on any
11 other occasion.

12 48. DISPUTES

13 In the event of any dispute, claim, question, or disagreement arising from or relating to this
14 Agreement or the Breach thereof, the Parties hereto shall use their best efforts to settle the dispute,
15 claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other
16 in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution
17 satisfactory to both Parties. During this time, the Parties will continue meeting their responsibilities
18 pursuant to this Agreement. If the Parties do not reach such solution within a period of sixty (60) days,
19 then the Parties may take whatever action is available to them by law.

20 49. SEVERABILITY

21 If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or
22 otherwise unenforceable, the balance of this Agreement remains in effect, and the Parties shall make
23 best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable
24 terms intended to accomplish the parties' original intent.

25 50. CONSTRUCTION

26 51. The final form of this Agreement is the result of the parties' combined efforts. If anything
27 in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity
28 shall not be resolved by construing the terms of this Agreement against either Party. DAYS

1 Unless otherwise specified, "days" means calendar days.

2 52. ENTIRE AGREEMENT

3 This Agreement, including its exhibits, constitutes the entire agreement between the
4 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
5 negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any
6 nature whatsoever unless expressly included in this Agreement. If there is any inconsistency between
7 the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will
8 be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the
9 terms of the exhibits.

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1 The Parties are executing this Agreement on the date stated in the introductory clause.

2 **CONTRACTOR:**

COUNTY OF FRESNO:

3 HOUSING AUTHORITY OF THE CITY OF
4 FRESNO

5 *Tyrone Roderick Williams*
6 Tyrone Roderick Williams
7 Chief Executive Officer

Sal Quintero
8 Sal Quintero, Chairman of the Board of
9 Supervisors of the County of Fresno

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

14 By: *Alexandria Vicin*
15 Deputy

16 Mailing Address:
17 1331 Fulton Street
18 Fresno, CA 93721
19 Contact: Tracy Navarro, Senior Manager of Property Management
20 Phone No: (559) 457-4189

21 FOR ACCOUNTING USE ONLY:
22 Fund/Subclass: 0001/10000
23 ORG No.: 56107001
24 Account No.: 7870/0

25 SB:dmg
26
27
28

SUMMARY OF SERVICES

ORGANIZATION: Housing Authority of the City of Fresno
PROGRAM: Master Leased Housing at Sierra Terrace
ADDRESS: 1331 Fulton St, Fresno, CA 93721
SERVICE LOCATION: 937 Klette Avenue, Fresno, CA 93706
CONTACT(S): Michael Duarte, Chief Real Estate Officer
Tracy Navarro, Senior Manager of Property Management
CONTRACT PERIOD: July 1, 2023 – June 30, 2024
July 1, 2024 – June 30, 2025
July 1, 2025 – June 30, 2026

Housing Authority of the City of Fresno (Contractor) will provide a 45-unit apartment complex (Sierra Terrace) with six 1-bedroom units, fourteen 2-bedroom units, eighteen 3-bedroom units, six 4-bedroom units, and one 5-bedroom unit for the exclusive use of the County. The Contractor will provide all property management services at Sierra Terrace. The units will be made available by referral to clients of the Department of Social Services (DSS) in need of stable, temporary housing while they work on developing a permanent housing plan and work to remove barriers to that plan.

This master lease agreement will operate in conjunction with an on-site rapid rehousing program provided by a provider selected by DSS. Rapid rehousing (RRH) is designed to assist homeless families to quickly exit homelessness and return to permanent housing. The core components of a rapid rehousing program are: 1) housing identification, 2) rent and move-in assistance, and 3) case management.

A. Contractor's Responsibilities

Contractor shall:

1. Make available a maximum of forty-five (45) dwelling units at the service location indicated above for the provision of transitional housing and related services for families referred by DSS.
2. Contractor will manage the day-to-day operations of the property which may include, but not be limited to:
 - a. Providing onsite staff during regular business hours to respond to the needs of the residents.
 - i. Provide routine maintenance checks and services of units to address pest control issues or identify items that need attention.

- ii. Provide maintenance services to the property as needed.
 - iii. Conduct move-in inspections.
 - iv. Conduct move-out inspections to determine work needed.
3. Develop and enter into month-to-month leases, license agreement or similar agreement (“Household Agreement”) with each household. Households will pay a portion of their rent and utilities based on their income. The share of cost calculation is to be determined by the RRH vendor and provided to the Contractor for inclusion on the client Household Agreement. Contractor shall amend all Household Agreements quarterly to accurately reflect each household’s share of cost. The County will be responsible for the remaining rent and utilities costs, including uncollected rent and utilities costs, for each unit.
4. Provide all office space located at the service site to DSS. The RRH service provider will be located on site full-time, with DSS staff being on site occasionally.
5. Provide an on-site fee for service laundry facility available to all residents of the apartment complex.
6. Contractor shall replace mattresses when a need is identified and mutually agreed upon with DSS staff prior to replacement and subject to availability of funds in the budget.
7. Security services will be mutually agreed upon by the Contractor and DSS and charged according to the agreed upon service provision. Services are to be reassessed and revisited quarterly by Contractor and DSS to determine the appropriate level of services needed for the property.
 - a. For the first quarter of this agreement, Contractor shall provide security services twenty-four (24) hours a day, seven (7) days a week as defined by 1.) between 9:00 pm to 4:00 am security personnel will be onsite; 2.) from 4:00 am to 9:00 pm security will conduct five (5) walk through perimeter checks throughout the day, as mutually agreed upon by DSS and Contractor. Services shall be provided in this manner until reassessed periodically.
8. With the County’s assistance, sign up for the Landlord Mitigation fund to pay for excessive damages to units. The Landlord Mitigation Fund is funded by the County and Fresno Madera Continuum of Care and is currently provided through RH Community Builders.
 - a. The order of payment for excessive damages shall be: client security deposits, landlord mitigation fund, excessive damages fund.
9. Provide information to DSS on apartment availability, as mutually agreed upon with DSS staff. Upon resident move out, units shall be turned over for the next resident as expeditiously as possible, or as mutually agreed upon by both Contractor and County. If a unit is uninhabitable or unavailable for occupancy for more than 21 business days, the rent for that unit shall be prorated by the number of days, after the first 21 business days, that the unit is available for the month.

10. Meet with County staff monthly, or as often as needed, for service coordination, problem/issue resolution, information sharing, training, and review and monitoring of services.
11. Provide annual Civil Rights training to all staff that provide direct services to clients at the beginning of every calendar year and provide verification of training completion to DSS by April 1. DSS will provide documents needed for annual training and reporting.

Contractor shall understand that the project is evolving. Contractor shall work closely with DSS and the RRH provider to develop program guidelines and revise as needed.

B. County's Responsibilities

County shall:

1. Establish program admittance criteria and determine length of participant stay.
2. Manage incoming referrals for housing at Sierra Terrace and refer clients for housing.
3. Work with the Contractor to reassess security services periodically and as needed to determine the appropriate level of service needed at the property.
4. Work with the Contractor and rapid rehousing provider to develop program guidelines and revise as needed.
5. Make unannounced inspections to determine Contractor's performance.
6. Conduct any housing inspections as required by Department programs.
7. Contractor and DSS may jointly inspect and assess twice annually the condition of mattresses and establish a feasible schedule for replacement.
8. Assign County DSS staff to the project as necessary.
9. Meet with Contractor monthly, or as often as needed, for service coordination, problem/issue resolution, information sharing, training, and review and monitoring of services.
10. Provide documents needed for annual training and reporting to Contractor.
11. Assist Contractor to sign up for the Landlord Mitigation fund to pay for excessive damages to units. The Landlord Mitigation Fund is funded by the County and Fresno Madera Continuum of Care and is currently provided through RH Community Builders.
12. County DSS and/or the RRH vendor shall determine the share of costs of rent and utilities, which shall be paid by participants and provide to the Contractor for inclusion on the client Household Agreement. County DSS and/or the RRH vendor shall provide desired changes to participant shared costs on a quarterly basis or as needed to Contractor to amend all Household Agreements accordingly. The County will be responsible for the remaining rent and utilities costs, including uncollected rent and utilities costs, for each occupied and vacant/available unit.

Fresno Housing Authority Budget Summary

Sierra Terrace Master Lease

July 1, 2023 to June 30, 2024

Bed Room Size	Total # of Bedrooms	Cost per unit	Total Annual Cost
1 bdrm	6	\$ 975.00	\$ 70,200.00
2 bdrm	14	\$ 1,250.00	\$ 210,000.00
3 bdrm	18	\$ 1,430.00	\$ 308,880.00
4 bdrm	6	\$ 1,525.00	\$ 109,800.00
5 bdrm	1	\$ 1,600.00	\$ 19,200.00
Subtotal			\$ 718,080.00

Additional Cost	Total Annual Cost
Legal Costs	\$ 4,800.00
Utilities	\$ 165,040.00
Security Services	\$ 83,803.00
Office Space	\$ 49,980.00
Bed Reserves	\$ 27,600.00
Excessive Damages	\$ 20,000.00
Subtotal	\$ 351,223.00
Total Maximum Cost	\$ 1,069,303.00

Note: The client share of cost for rent and utilities will be reduced from the overall amount billed to the County.

Fresno Housing Authority Budget Summary
Sierra Terrace Master Lease
July 1, 2024 to June 30, 2025

Bed Room Size	Total # of Bedrooms	Cost per unit	Total Annual Cost
1 bdrm	6	\$ 1,020.00	\$ 73,440.00
2 bdrm	14	\$ 1,310.00	\$ 220,080.00
3 bdrm	18	\$ 1,500.00	\$ 324,000.00
4 bdrm	6	\$ 1,600.00	\$ 115,200.00
5 bdrm	1	\$ 1,680.00	\$ 20,160.00
Subtotal			\$ 752,880.00

Additional Cost	Total Annual Cost
Legal Costs	\$ 4,940.00
Utilities	\$ 169,990.00
Security Services	\$ 86,320.00
Office Space	\$ 51,480.00
Bed Reserves	\$ 28,430.00
Excessive Damages	\$ 20,600.00
Subtotal	\$ 361,760.00
Total Maximum Cost	\$ 1,114,640.00

Note: The client share of cost for rent and utilities will be reduced from the overall amount billed to the County.

Fresno Housing Authority Budget Summary
Sierra Terrace Master Lease
July 1, 2025 to June 30, 2026

Bed Room Size	Total # of Bedrooms	Cost per unit	Total Annual Cost
1 bdrm	6	\$ 1,070.00	\$ 77,040.00
2 bdrm	14	\$ 1,380.00	\$ 231,840.00
3 bdrm	18	\$ 1,580.00	\$ 341,280.00
4 bdrm	6	\$ 1,680.00	\$ 120,960.00
5 bdrm	1	\$ 1,760.00	\$ 21,120.00
Subtotal			\$ 792,240.00

Additional Cost	Total Annual Cost
Legal Costs	\$ 5,090.00
Utilities	\$ 175,090.00
Security Services	\$ 88,910.00
Office Space	\$ 53,020.00
Bed Reserves	\$ 29,280.00
Excessive Damages	\$ 21,220.00
Subtotal	\$ 372,610.00
Total Maximum Cost	\$ 1,164,850.00

Note: The client share of cost for rent and utilities will be reduced from the overall amount billed to the County.

Self-Dealing Transaction Disclosure Form

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

(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:	

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.

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 County of Fresno Department of Social Services, at P.O. Box 1912, Fresno, California 93712, or DSSContractInsurance@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
 - (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.

- (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 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.