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**A G R E E M E N T**

THIS AGREEMENT is made and entered into this 26th day of May, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **Selma Community Outreach Ministries**, a California Non-Profit Corporation, whose address is 1701 Whitson St., Selma CA. 93662, hereinafter referred to as "SUBRECIPIENT."

**WITNESSETH:**

WHEREAS, COUNTY, on March 17, 2020 declared a Local Emergency in response to the imminent and proximate threat of the Novel Coronavirus (COVID-19); and

WHEREAS, COUNTY, through the Department of Social Services (DSS), in response to said Local Emergency and to the State of Emergency declared by the State of California on March 4, 2020, seeks to provide shelter to individuals and families that are experiencing homelessness during the COVID-19 pandemic in order to reduce the spread of virus transmission; and

WHEREAS, COUNTY, through its Department of Social Services (DSS), has been designated to administer and implement the Community Development Block Grant (CDBG) funds under the recent Coronavirus Aid, Relief, and Economic Security (CARES) Act. This allocation, known as CDBG-CV, provides funds for CDBG-eligible projects to address needs related to the COVID-19 pandemic for social services activities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, SUBRECIPIENT was identified as being capable and willing to provide said services in an expedient manner pursuant to the terms and conditions of this Agreement.

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

**1. OBLIGATIONS**

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

B. SUBRECIPIENT shall provide services pursuant to program expenses detailed in Exhibit B, Budget, attached hereto and by this reference incorporated herein.

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1           **2.     TERM**

2           The term of this Agreement shall be for a period of sixty (60) days, commencing May 8,  
3 2020, through and including the 6th day of July 2020. This Agreement may be extended for six (6)  
4 additional consecutive thirty (30) day periods upon the approval of both parties no later than fifteen (15)  
5 days prior to the first day of the next thirty (30) day extension period. The Director of the Department of  
6 Social Services or designee is authorized to execute such written approval on behalf of COUNTY based on  
7 SUBRECIPIENT's satisfactory performance.

8           **3.     TERMINATION**

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

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

- 15                     1) An illegal or improper use of funds;  
16                     2) A failure to comply with any term of this Agreement;  
17                     3) A substantially incorrect or incomplete report submitted to the COUNTY; or  
18                     4) Improperly performed service.

19           In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any  
20 breach of this Agreement or any default which may then exist on the part of the SUBRECIPIENT. Neither  
21 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or  
22 default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment to the  
23 COUNTY of any funds disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of  
24 the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT  
25 shall promptly refund any such funds upon demand.

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

1 SUBRECIPIENT.

2 **4. COMPENSATION**

3 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to  
4 pay SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with Exhibit B,  
5 Budget Summary.

6 In no event shall the cumulative total of this Agreement exceed of Five Hundred Twenty-  
7 Nine Thousand Six Hundred and Seventy-Two and No/100 Dollars (\$529,672). In no event shall actual  
8 services performed under this Agreement be in excess of Sixty-Six Thousand Two Hundred and Nine  
9 and No/100 Dollars (\$66,209) for each 30-day period.

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

20 COUNTY's failure to inform SUBRECIPIENT that CDBG funds are provided under this  
21 Agreement or of any reporting requirements shall not relieve SUBRECIPIENT of compliance with any  
22 CDBG reporting requirements. In addition, SUBRECIPIENT shall inform COUNTY in writing of any  
23 program income generated by the expenditure of CDBG funds. Any program income generated from the  
24 use of CDBG funds must be returned to COUNTY's CDBG program.

25 **5. INVOICING**

26 SUBRECIPIENT shall invoice COUNTY's DSS in arrears by the tenth (10<sup>th</sup>) of each month  
27 for expenditures incurred for Guest Services, as shown in Exhibit B, rendered in the previous month to:  
28 [DSSInvoices@fresnocountyca.gov](mailto:DSSInvoices@fresnocountyca.gov). Payments by COUNTY's DSS shall be in arrears, for actual Guest

1 Services provided during the preceding month, within forty-five (45) days after receipt, verification, and  
2 approval of SUBRECIPIENT's invoices by COUNTY's DSS. SUBRECIPIENT shall invoice COUNTY's DSS  
3 in advance by the first (1st) of each month for payment of Motel Rental/Lease as shown in Exhibit B for  
4 rooms rented/leased for the following month to: [DSSInvoices@fresnocountyca.gov](mailto:DSSInvoices@fresnocountyca.gov). A monthly activity  
5 report shall accompany the invoice, reflecting services supported by the invoiced expenditures, and include  
6 necessary programmatic documentation including, but not limited to personal declarations' of  
7 homelessness, medical notes, or program intake documents, and be in a form and in such detail as  
8 acceptable to the COUNTY's DSS. Invoices shall include supporting documentation including, but not  
9 limited to, receipts, invoices received, and documented administrative/overhead costs. No reimbursement  
10 for services shall be made until invoices, reports, and complete documents are received, reviewed, and  
11 approved by COUNTY's DSS. All final claims for funding shall be submitted by SUBRECIPIENT within  
12 sixty (60) days following the final month of services.

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

21 **6. INDEPENDENT CONTRACTOR**

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

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

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

5 Because of its status as an independent contractor, SUBRECIPIENT shall have absolutely  
6 no right to employment rights and benefits available to COUNTY employees. SUBRECIPIENT shall be  
7 solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee  
8 benefits. In addition, SUBRECIPIENT shall be solely responsible and save COUNTY harmless from all  
9 matters relating to payment of SUBRECIPIENT'S employees, including compliance with Social Security  
10 withholding and all other regulations governing such matters. It is acknowledged that during the term of this  
11 Agreement, SUBRECIPIENT may be providing services to others unrelated to the COUNTY or to this  
12 Agreement.

13 **7. MODIFICATION**

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

16 B. Notwithstanding the above, changes to line items in Exhibit B, Budget, in an amount  
17 not to exceed ten percent (10%) of the total maximum compensation as identified in Section Four (4) of this  
18 Agreement, may be made with the written approval of COUNTY's DSS Director or designee and  
19 SUBRECIPIENT. Budget line item changes shall not result in any change to the maximum compensation  
20 amount payable to SUBRECIPIENT, as stated herein.

21 C. SUBRECIPIENT hereby agrees that changes to the compensation under this  
22 Agreement may be necessitated by a reduction in funding from State and/or Federal sources.  
23 COUNTY's DSS Director or designee may modify the maximum compensation depending on State and  
24 Federal funding availability, as stated in Section Four (4) in this Agreement. SUBRECIPIENT further  
25 understands that this Agreement is subject to any restrictions, limitations or enactments of all legislative  
26 bodies which affect the provisions, term, or funding of this Agreement in any manner.

27 **8. NON-ASSIGNMENT**

28 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties

1 under this Agreement without the prior written consent of the other party.

2 **9. HOLD HARMLESS**

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

11 **10. INSURANCE**

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

16 A. Commercial General Liability

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

22 B. Automobile Liability

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

26 C. Professional Liability

27 If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,  
28 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million

1 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

2 D. Worker's Compensation

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

5 E. Additional Requirements Relating to Insurance

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

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

18 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,  
19 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the  
20 foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219,  
21 Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that  
22 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the  
23 policies; that for such worker's compensation insurance the SUBRECIPIENT has waived its right to recover  
24 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and  
25 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance  
26 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional  
27 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for  
28 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained

1 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance  
2 provided under SUBCONTRACTOR's policies herein; and that this insurance shall not be cancelled or  
3 changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

10 **11. CONFLICT OF INTEREST**

11 No officer, employee or agent of the COUNTY who exercises any function or responsibility  
12 for planning and carrying out of the services provided under this Agreement shall have any direct or indirect  
13 personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be employed  
14 by the SUBRECIPIENT under this Agreement to fulfill any contractual obligations with the COUNTY. The  
15 SUBRECIPIENT shall comply with all Federal, State of California and local conflict of interest laws, statutes  
16 and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any  
17 officer, employee, or agent of the COUNTY.

18 **12. NON-DISCRIMINATION**

19 During the performance of this Agreement SUBRECIPIENT shall not unlawfully discriminate  
20 against any employee or applicant for employment, or recipient of services, because of ethnic group  
21 identification, gender, gender identity, gender expression, sexual orientation, color, physical disability,  
22 mental disability, medical condition, national origin, race, ancestry, marital status, religion, or religious  
23 creed, pursuant to all applicable State of California and Federal statutes and regulations.

24 **13. LIMITED ENGLISH PROFICIENCY**

25 SUBRECIPIENT shall provide interpreting and translation services to persons participating  
26 in SUBRECIPIENT's services who have limited or no English language proficiency, including services to  
27 persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow  
28 such participants meaningful access to the programs, services and benefits provided by SUBRECIPIENT.



1 Interpreter and translation services, including translation of SUBRECIPIENT's "vital documents" (those  
2 documents that contain information that is critical for accessing SUBRECIPIENT's services or are required  
3 by law) shall be provided to participants at no cost to the participant. SUBRECIPIENT shall ensure that any  
4 employees, agents, subcontractor, or partners who interpret or translate for a program participant, or who  
5 directly communicate with a program participant in a language other than English, demonstrate proficiency  
6 in the participants' language and can effectively communicate any specialized terms and concepts peculiar  
7 to SUBRECIPIENT's services.

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

10 A. COUNTY and SUBRECIPIENT recognize that SUBRECIPIENT is a recipient of State  
11 funds under the terms of this Agreement. By signing this Agreement, SUBRECIPIENT agrees to notify  
12 COUNTY of any past, present, or future Federal suspension or debarment. By signing this Agreement,  
13 SUBRECIPIENT attests to the best of its knowledge and belief, that it and its principals:

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

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

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

22 C. SUBRECIPIENT shall include a clause titled "Certification Regarding Debarment,  
23 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and similar in  
24 nature to this paragraph in all lower tier covered transactions and in all solicitations for lower tier covered  
25 transactions.

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

1           **15.    CONFIDENTIALITY**

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

5           **16.    DATA SECURITY**

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

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

16           B.       SUBRECIPIENT-Owned Computers or Computer Peripherals may not brought  
17 into COUNTY for use, including and not limited to mobile storage devices, without prior authorization  
18 from COUNTY's Chief Information Officer or her designee. Data must be stored on a secure server  
19 approved by COUNTY and transferred by means of a VPN (Virtual Private Network) connection, or  
20 another type of secure connection of this type if any data is approved to be transferred.

21           C.       County-Owned Computer Equipment – SUBRECIPIENT or anyone having an  
22 employment relationship with COUNTY may not use COUNTY computers or computer peripherals on  
23 non-COUNTY premises without prior authorization from COUNTY's Chief Information Officer or her  
24 designee.

25           D.       SUBRECIPIENT may not store COUNTY's private, confidential or sensitive data  
26 on any hard-disk drive.

27           E.       SUBRECIPIENT are responsible to employ strict controls to insure the integrity  
28 and security of COUNTY's confidential information and to prevent unauthorized access to data

1 maintained in computer files, program documentation, data processing systems, data files and data  
2 processing equipment which stores or processes COUNTY data internally and externally.

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

6 G. SUBRECIPIENT are responsible to immediately notify COUNTY of any breaches  
7 or potential breaches of security related to COUNTY's confidential information, data maintained in  
8 computer files, program documentation, data processing systems, data files and data processing  
9 equipment which stores or processes COUNTY data internally or externally.

10 H. The requirements in this Data Security provision shall apply to SUBRECIPIENT's  
11 subcontractors, if any.

12 **17. PROPERTY OF COUNTY**

13 SUBRECIPIENT agrees to take reasonable and prudent steps to ensure the security of  
14 any and all said hardware and software provided to it by COUNTY under this Agreement, to maintain  
15 replacement-value insurance coverages on said hardware and software of like kind and quality  
16 approved by COUNTY.

17 All purchases over Five Thousand Dollars (\$5,000) made during the life of this  
18 Agreement that will outlive the life of this Agreement shall be identified as fixed assets with an assigned  
19 Fresno County DSS Accounting Inventory Number. These fixed assets shall be retained by COUNTY,  
20 as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement.  
21 SUBRECIPIENT agrees to participate in an annual inventory of all COUNTY fixed assets and shall be  
22 physically present when fixed assets are returned to COUNTY possession at the termination or  
23 expiration of this Agreement. SUBRECIPIENT is responsible for returning to COUNTY all COUNTY  
24 owned fixed assets upon the expiration or termination of this Agreement.

25 **18. INDEPENDENT AUDIT**

26 A. COUNTY reserves the right to perform or cause to be performed a financial audit. At  
27 COUNTY's request, the SUBRECIPIENT shall provide, at its own expense, a financial audit prepared by a  
28 certified public accountant.

- 1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.
- 2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY and State representatives to the independent auditor's working papers.
- 3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
- 4) The completed audit report shall be submitted by the auditor to COUNTY within three business days of completion.
- 5) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each audit finding within 90 days from the date of the audit finding report.

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

**19. AUDITS AND INSPECTIONS**

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

If this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

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

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

15 **20. FRATERNIZATION**

16 SUBRECIPIENT shall establish procedures addressing fraternization between  
17 SUBRECIPIENT's staff and clients. Such procedures will include provisions for informing  
18 SUBRECIPIENT's staff and clients regarding fraternization guidelines.

19 **21. CHARITABLE CHOICE**

20 SUBRECIPIENT may not discriminate in its program delivery against a client or potential  
21 client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively  
22 participate in a religious practice. Any specifically religious activity or service made available to individuals  
23 by the SUBRECIPIENT must be voluntary as well as separate in time and location from COUNTY funded  
24 activities and services. SUBRECIPIENT shall inform COUNTY as to whether it is faith-based. If  
25 SUBRECIPIENT identifies as faith-based, they must submit to DSS a copy of its policy on referring  
26 individuals to alternate treatment SUBRECIPIENT, and include a copy of this policy in their client admission  
27 forms. The policy must inform individuals that they may be referred to an alternative provider if they object  
28 to the religious nature of the program, and include a notice to DSS. Adherence to this policy will be

1 monitored during site reviews, and a review of client files. If SUBRECIPIENT identifies as faith-based, by  
2 July 1 of each year SUBRECIPIENT will be required to report to DSS the number of individuals who  
3 requested referrals to alternate providers based on religious objection.

4 **22. GRIEVANCES**

5 SUBRECIPIENT shall establish procedures for handling client complaints and/or  
6 grievances. Such procedures will include provisions for informing clients of their rights to a State  
7 Hearing to resolve such issues.

8 **23. PROHIBITION ON PUBLICITY**

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

16 **24. PUBLIC INFORMATION**

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

19 **25. NOTICES**

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

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Director, COUNTY OF FRESNO	Chief Executive Officer
Department of Social Services	Selma Community Outreach Ministries
P.O. Box 1912	1701 Whitson St.
Fresno, CA 93718-1912	Selma, CA 93662

25 All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this  
26 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
27 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
28 personal service is effective upon service to the recipient. A notice delivered by first-class United States

1 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,  
2 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
3 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,  
4 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by  
5 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is  
6 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the  
7 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
8 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
9 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
10 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
11 beginning with section 810).

12           **26.    GOVERNING LAW**

13                        Venue for any action arising out of or related to this Agreement shall only be in Fresno  
14 County, California.

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

17           **27.    INTERPRETATION OF LAWS AND REGULATIONS**

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

20           **28.    COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

21                        COUNTY, its officers, consultants, subcontractors, agents and employees shall comply  
22 with all applicable State, Federal and local laws and regulations governing projects that utilize Federal  
23 Funds. SUBRECIPIENT shall specifically comply with all rules and regulations in accordance with 24  
24 CFR Part 570 - Community Development Block Grants.

25           **29.    CHANGE OF LEADERSHIP/MANAGEMENT**

26                        In the event of any change in the status of SUBRECIPIENT's leadership or management,  
27 SUBRECIPIENT shall provide written notice to COUNTY within thirty (30) days from the date of change.  
28 Such notification shall include any new leader or manager's name, address and qualifications. "Leadership

1 or management” shall include any employee, member, or owner of SUBRECIPIENT who either a) directs  
2 individuals providing services pursuant to this Agreement, b) exercises control over the manner in which  
3 services are provided, or c) has authority over SUBRECIPIENT’s finances.

4 **30. LOBBYING AND POLITICAL ACTIVITY**

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

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

10 **31. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

22 **32. CHILD ABUSE REPORTING**

23 SUBRECIPIENT shall utilize a procedure acceptable to County to ensure that all of  
24 SUBRECIPIENT’s employee’s volunteer’s, consultants, subcontractor or agents performing services  
25 under this Agreement shall report all known or suspected child abuse or neglect to one or more of the  
26 agencies set forth in Penal Code Section 11165.9. This procedure shall include having all of  
27 SUBRECIPIENT’S employees, volunteers, consultants, subcontractor or agents performing services  
28 under this Agreement sign a statement that he or she knows of and will comply with the reporting



1 requirements set forth in Penal Code Section 11166. The statement to be utilized by SUBRECIPIENT's is  
2 set forth in Exhibit D, attached hereto and by this reference incorporated herein.

3 **33. SEVERABILITY**

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

6 **34. ENTIRE AGREEMENT**

7 This Agreement constitutes the entire agreement between the SUBRECIPIENT and  
8 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations,  
9 proposals, commitments, writings, advertisements, publications, and understanding of any nature  
10 whatsoever unless expressly included in this Agreement.

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

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**SUBRECIPIENT:**  
**Selma Community Outreach Ministries**

**COUNTY OF FRESNO**

By:   
Print Name: Delfina Vazquez  
Title: Chief Executive Officer  
Delfina Vazquez, Chief Executive Officer

  
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:   
Print Name: Neomi Carrisales  
Title: Treasurer  
Neomi Carrisales, Treasurer

By:   
Deputy

Mailing Address:  
1701 Whitson St.  
Selma, CA 93662  
Phone No: (559) 836-8165  
Contact: Delfina Vazquez

FOR ACCOUNTING USE ONLY:

Account No.: 7870  
ORG No.: 56107001  
Fund/Subclass: 0001/10000

DEN:rm

## **SUMMARY OF SERVICES**

ORGANIZATION: Selma Community Outreach Ministries  
ADDRESS: 1701 Whitson St., Selma CA., 93662  
TELEPHONE: (559) 836-8165  
CONTACT: Delfina Vazquez  
EMAIL: selmacomdelfina@gmail.com  
CONTRACT: Homeless Shelter Services  
CONTRACT TERM: May 8, 2020 through July 6, 2020  
July 7, 2020 through August 5, 2020 (optional)  
August 6, 2020 through September 4, 2020 (optional)  
September 5, 2020 through October 4, 2020 (optional)  
October 5, 2020 through November 3, 2020 (optional)  
November 4, 2020 through December 3, 2020 (optional)  
December 4, through January 3, 2021 (optional)

## **DESCRIPTION OF SERVICES**

Selma Community Outreach Ministries (SCOM) will provide up to 30 rooms per night at the Super 8 Motel in Selma to shelter homeless individuals who desire shelter during the COVID-19 State of Emergency. Additionally, SCOM will provide services including meal preparation and delivery to homeless individuals being sheltered at the Super 8 Motel in Selma, as well as provide and manage personnel to watch over the homeless individuals being sheltered at the Super 8 Motel in Selma. This is intended to provide meals and a safe environment for homeless individuals during the COVID-19 State of Emergency.

## **CONTRACTOR RESPONSIBILITIES**

### **Contractor will:**

- Place homeless individuals who desire shelter at the Selma Super 8 Motel regardless of gender, sexual orientation or marital status.
- Allow guests to enter Super 8 Motel with their partners and/or children possessions; pets will not be allowed.
- Provide daily meal service to guests twice daily, up to 75 guests.
- Ensure limited evening personnel is onsite at Super 8 Motel to maintain guest security.
- Ensure compliance with local, state, and federal public health directives, including practicing social distancing, limiting guest travel, and ensuring ill staff do not report to work.
- Work with the Motel to set aside private rooms away from groups of people for individuals appearing ill.
- Ensure compliance with the Americans with Disabilities Act (ADA) to accommodate people with disabilities.
- Ensure security protocols are in place for emergency incidents, including but not limited to medical emergencies and communicable disease.
- Establish protocols to handle both suspected and confirmed cases of COVID-19.
- Provide necessary transportation for guests, such as doctor visits or transportation to a hospital if advised by a healthcare professional.

- Publicly display proper hygiene recommendations throughout each facility.

**BUDGET SUMMARY**

ORGANIZATION: Selma Community Outreach Ministries  
 SERVICES: Homeless Services  
 CONTRACT TERM: May 8, 2020 through July 6, 2020  
 July 7, 2020 through August 5, 2020 (optional)  
 August 6, 2020 through September 4, 2020 (optional)  
 September 5, 2020 through October 4, 2020 (optional)  
 October 5, 2020 through November 3, 2020 (optional)  
 November 4, 2020 through December 3, 2020 (optional)  
 December 4, through January 3, 2021 (optional)

CONTRACT TOTAL: \$529,672  
 MONTHLY BUDGET: \$66,209

**30-Day Budget**

<b>Guest Services</b>	<b>Amount</b>
Personnel	
Salaries	
Payroll Taxes	
Benefits	
<b>Subtotal</b>	<b>\$8,198</b>
Operations	
Food – \$14 per person, per day, up to 75 people	
Supplies	
Fuel/Mileage	
Auto Insurance	
Workers Comp	
<b>Subtotal</b>	<b>\$1,919</b>
Administration	
Administrative Costs for Personnel & Operations (10%)	
<b>Subtotal</b>	<b>\$1,012</b>
<b>Total for Guest Services</b>	<b>\$11,129</b>
<b>Motel Rental/Lease</b>	
Super 8 - \$60 per room, per night, up to 30 rooms per month	
<b>Subtotal</b>	<b>\$54,000</b>
Administration	
Administrative Costs related to Super 8 (2%)	
<b>Subtotal</b>	<b>\$1,080</b>
<b>Total for Motel Rental/Lease</b>	<b>\$55,080</b>
<b>Grand Total</b>	<b>\$66,209</b>

## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

<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>	

## NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and Selma Community Outreach Ministries. (CONTRACTOR) related to provision of emergency shelter care services for COUNTY's dependent children, requires that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

For purposes of the undersigned's child abuse reporting requirements, "child abuse or neglect" includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows, or reasonably suspects has been the victim of child abuse or neglect. (P.C §11166.) The child abuse report shall be made to any police department or sheriff's department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Social Services' 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C.§11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

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SIGNATURE

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DATE