

A G R E E M E N T

THIS AGREEMENT is made and entered into this 24th day of March, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **RH Community Builders**, a California Limited Partnership, whose address is 331 W Shields Avenue, Fresno, CA 93705, hereinafter referred to as "SUBRECIPIENT."

W I T N E S S E T H:

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

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, SUBRECIPIENT was identified as being able to provide said shelter in an expedient manner and SUBRECIPIENT is willing to provide said services 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.

2. TERM

The term of this Agreement shall be for a period of sixty (60) days, commencing March 16, 2020, through and including the 15th day of May, 2020. This Agreement may be extended for four (4) additional consecutive thirty (30) day periods upon the approval of both parties no later than fifteen (15) days prior to the first day of the next thirty (30) day extension period. The Director of the Department of Social Services or designee is authorized to execute such written approval on behalf of COUNTY based on

1 SUBRECIPIENT's satisfactory performance.

2 **3. TERMINATION**

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

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

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

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

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

24 **4. COMPENSATION**

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

28 In no event shall the cumulative total of this Agreement exceed of Two Million One Hundred

1 Twenty-Five Thousand Five Hundred Ninety and No/100 Dollars (\$2,125,590). In no event shall actual
2 services performed under this Agreement be in excess of Three Hundred Fifty-Four Thousand Two
3 Hundred and Sixty-Five and No/100 Dollars (\$354,265) for each 30-day period. Payments by COUNTY
4 shall be in arrears, for services provided during the preceding month, within forty-five (45) days after
5 receipt, verification and approval of SUBRECIPIENT's invoices by COUNTY.

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

16 5. INVOICING

17 SUBRECIPIENT shall invoice COUNTY's DSS in arrears by the tenth (10th) of each month
18 for expenditures incurred to provide services rendered in the previous month to:

19 DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears, for actual services
20 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval of
21 SUBRECIPIENT's invoices by COUNTY's DSS. A monthly activity report shall accompany the invoice,
22 reflecting services supported by the invoiced expenditures and be in a form and in such detail as
23 acceptable to the COUNTY's DSS. All final claims for funding shall be submitted by SUBRECIPIENT
24 within sixty (60) days following the final month of services.

25 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is
26 otherwise not in proper form or detail, COUNTY's DSS Director or designee shall have the right to withhold
27 full payment of the invoice that is incorrect or improper after five (5) days prior written notice or email
28 correspondence to SUBRECIPIENT. SUBRECIPIENT agrees to continue to provide services for a period of

ninety (90) days after written or email notification of an incorrect or improper invoice. If after the ninety (90) day period the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY or COUNTY's DSS Director or designee may elect to terminate this Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement.

6. INDEPENDENT CONTRACTOR

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

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

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

7. MODIFICATION

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

B. Notwithstanding the above, changes to line items in Exhibit B, Budget, in an amount

1 not to exceed ten percent (10%) of the total maximum compensation as identified in Section Four (4) of this
2 Agreement, may be made with the written approval of COUNTY's DSS Director or designee and
3 SUBRECIPIENT. Budget line item changes shall not result in any change to the maximum compensation
4 amount payable to SUBRECIPIENT, as stated herein.

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

11 **8. NON-ASSIGNMENT**

12 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under
13 this Agreement without the prior written consent of the other party.

14 **9. HOLD HARMLESS**

15 COUNTY agrees to indemnify, save, hold harmless, SUBRECIPIENT, its officers, agents,
16 and employees from any and all costs and expenses , damages, liabilities, claims, and losses occurring or
17 resulting to SUBRECIPIENT in connection with the performance, or failure to perform, by COUNTY, its
18 officers, agents, or employees under this Agreement, and from any and all costs and expenses , damages,
19 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured
20 or damaged by the performance, or failure to perform, of COUNTY, its officers, agents, or employees
21 under this Agreement.

22 **10. INSURANCE**

23 Without limiting the COUNTY's right to obtain indemnification from SUBRECIPIENT or any
24 third parties, and until such required insurance coverages, stated below, are available or in place by
25 SUBRECIPIENT, the following requirements will be in force. COUNTY, at its sole expense, shall maintain in
26 full force and effect, the following insurance policies or a program of self-insurance, including but not limited
27 to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the
28 Agreement:

1 A. Commercial General Liability

2 Commercial General Liability Insurance with limits of not less than Two Million Dollars
3 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
4 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
5 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
6 liability or any other liability insurance deemed necessary because of the nature of this contract.

7 B. Automobile Liability

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

11 C. Professional Liability

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

15 D. Worker's Compensation

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

18 E. Additional Requirements Relating to Insurance

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

26 SUBRECIPIENT hereby waives its right to recover from COUNTY, its officers, agents, and
27 employees any amounts paid by the policy of worker's compensation insurance required by this
28 Agreement. SUBRECIPIENT is solely responsible to obtain any endorsement to such policy that may be

1 necessary to accomplish such waiver of subrogation, but SUBRECIPIENT's waiver of subrogation under
2 this paragraph is effective whether or not SUBRECIPIENT obtains such an endorsement.

3 Within Thirty (30) days from the date COUNTY signs and executes this Agreement,
4 COUNTY shall provide certificates of insurance and endorsement as stated above for all of the foregoing
5 policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219, Attention:
6 Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that the
7 County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
8 policies; that for such worker's compensation insurance the SUBRECIPIENT has waived its right to recover
9 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and
10 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance
11 names the SUBRECIPIENT, its officers, agents and employees, individually and collectively, as additional
12 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
13 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
14 by SUBRECIPIENT, its officers, agents and employees, shall be excess only and not contributing with
15 insurance provided under COUNTY's policies herein; and that this insurance shall not be cancelled or
16 changed without a minimum of thirty (30) days advance, written notice given to SUBRECIPIENT.

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

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

23 **11. CONFLICT OF INTEREST**

24 No officer, employee or agent of the COUNTY who exercises any function or responsibility
25 for 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 employed
27 by the SUBRECIPIENT under this Agreement to fulfill any contractual obligations with the COUNTY. The
28 SUBRECIPIENT shall comply with all Federal, State of California and local conflict of interest laws, statutes

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

3 **12. NON-DISCRIMINATION**

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

9 **13. LIMITED ENGLISH PROFICIENCY**

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

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

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

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

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

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

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

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

13. **CONFIDENTIALITY**

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

14. **DATA SECURITY**

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

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

B. SUBRECIPIENT-Owned Computers or Computer Peripherals may not

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

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

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

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

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

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

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

15. PROPERTY OF COUNTY

SUBRECIPIENT 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, to maintain replacement-value insurance coverages on said hardware and software of like kind and quality approved by COUNTY.

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

9 **16. INDEPENDENT AUDIT**

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

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

26 B. Failure to comply with the above provision may result in COUNTY performing the
27 necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related
28 to this Agreement are the sole responsibility of SUBRECIPIENT who agrees to take corrective action to

1 eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed
2 by COUNTY under this paragraph shall be billed to SUBRECIPIENT at COUNTY cost, as determined by
3 COUNTY's Auditor-Controller/Treasurer-Tax Collector.

4 **17. AUDITS AND INSPECTIONS**

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

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

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

24 **18. FRATERNIZATION**

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

28 ///

1 **19. CHARITABLE CHOICE**

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

14 **20. GRIEVANCES**

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

18 **21. PROHIBITION ON PUBLICITY**

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

26 **22. PUBLIC INFORMATION**

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

1 **23. NOTICES**

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

4 COUNTY

5 Director, COUNTY OF FRESNO
6 Department of Social Services
 P.O. Box 1912
 Fresno, CA 93718-1912

SUBRECIPIENT

 Director
 RH Community Builders
 331 W. Shields Ave.
 Fresno, CA 93705

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

22 **24. GOVERNING LAW**

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

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

1 **25. INTERPRETATION OF LAWS AND REGULATIONS**

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

4 **26. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

5 COUNTY, its officers, consultants, subcontractors, agents and employees shall comply with all
6 applicable State, Federal and local laws and regulations governing projects that utilize Federal Funds.

7 **27. CHANGE OF LEADERSHIP/MANAGEMENT**

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

14 **28. LOBBYING AND POLITICAL ACTIVITY**

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

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

20 **29. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

24 Members of the SUBRECIPIENT's Board of Directors shall disclose any self-dealing
25 transactions that they are a party to while SUBRECIPIENT is providing goods or performing services
26 under this agreement. A self-dealing transaction shall mean a transaction to which the SUBRECIPIENT
27 is a party and in which one or more of its directors has a material financial interest. Members of the
28 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and

1 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated
2 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing
3 transaction or immediately thereafter.

4 **30. SEVERABILITY**

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

7 **31. ENTIRE AGREEMENT**

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

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

3 **SUBRECIPIENT:**
4 **RH Community Builders**

5 By: Wayne Rutledge

6 Print Name: Wayne Rutledge

7 Title: Chief Executive Officer
8 Partner

9
10 By: Brad Hardie

11 Print Name: Brad Hardie

12 Title: President
13 Partner

14
15 Mailing Address:
16 331 W. Shields Ave.
17 Fresno, CA 93705
18 Phone No: (585) 314-3914
19 Contact: Executive Director

20 **FOR ACCOUNTING USE ONLY:**

21 Account No.: 7870
22 ORG No.: 56107114
23 Fund/Subclass: 0001/10000
24
25
26

27 DEN:lm
28

COUNTY OF FRESNO

Ernest Buddy Mendes

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: Susan Bishop
Deputy

SUMMARY OF SERVICES

ORGANIZATION: RH Community Builders

ADDRESS: 2445 W. Whitesbridge Ave, Fresno, CA 93706 (105 beds)
2550 W. Clinton Ave, Fresno, CA 93705 (120 beds)
1040 N. Pleasant Ave, Fresno, CA 93728 (40 beds)

TELEPHONE: (585) 314-3914

CONTACT: Kathryn Wilbur

EMAIL: katie@rhcbfresno.com

CONTRACT: Emergency COVID-19 Shelter

CONTRACT TERM: March 16, 2020 through May 15, 2020
May 16, 2020 through June 15, 2020 (optional)
June 16, 2020 through July 16, 2020 (optional)
July 15, 2020 through August 16, 2020 (optional)
August 17, 2020 through September 16, 2020 (optional)

DESCRIPTION OF SERVICES

RH Community Builders (RHCB) will provide low-barrier emergency shelters including dormitory style or private accommodations. RHCB will provide 265 beds across three sites for homeless individuals throughout metro Fresno. The shelter is intended to provide a safe environment for homeless individuals during the COVID-19 State of Emergency.

CONTRACTOR RESPONSIBILITIES

- Provide sanitary supplies, including but not limited to soap, hand sanitizer, and disinfectants, to all staff and guests
- Shelter beds must be open to all who desire the service regardless of gender, sexual orientation or marital status. Guests must be allowed to enter shelter with their partners, possessions, and pets
- Provide daily meal service to guests
- Provider must not exclude people because of intoxication or mental illness
- Ensure compliance with local, state, and federal public health directives. This includes practicing social distancing, limiting guest travel, and ensuring ill staff do not report to work
- 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
- Provide accommodations for guests' pets
- Ensure that staff is on site 24 hours per day, 7 days a week
- 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
- Publicly display proper hygiene recommendations throughout each facility

BUDGET SUMMARY

ORGANIZATION: RH Community Builders

SERVICES: Emergency Shelter

CONTRACT TERM: March 16, 2020 through May 15, 2020
 May 16, 2020 through June 15, 2020 (optional)
 June 16, 2020 through July 16, 2020 (optional)
 July 17, 2020 through August 16, 2020 (optional)
 August 17, 2020 through September 16, 2020 (optional)

CONTRACT TOTAL: \$2,125,590

MONTHLY BUDGET: \$354,265

30-Day Monthly Budget

Budget Category	Amount
Personnel	
Salaries	
Payroll Taxes	
Benefits	
Subtotal	\$130,865
Operations	
Client Meals	
Insurance	
Communication	
Repairs and Maintenance	
Utilities	
Supplies	
Transportation	
Security	
Rent	
Subtotal	\$191,195
Administration	
Administrative Costs	
Subtotal	\$32,205
Total	\$354,265

Breakdown of Monthly Cost by Facility (Estimated)

Facility Location	Amount
2445 W Whitesbridge Ave.	\$124,184
2550 W Clinton Ave.	\$140,919
1040 N Pleasant Ave.	\$89,161
Total	\$354,265

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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