

A G R E E M E N T

THIS AGREEMENT is made and entered into this 27th day of April, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **Jay Sai Inc., DBA Super 8**, a California Corporation, whose address is 3142 S. Highland Ave., Selma CA. 93662, hereinafter referred to as "CONTRACTOR."

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

B. CONTRACTOR shall provide services pursuant to program expenses detailed in Exhibit B, Budget Summary, 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 four (4) months, commencing March 1,
3 2021, through and including the 30th day of June, 2021.

4 **3. TERMINATION**

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

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

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

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

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

26 **4. COMPENSATION**

27 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to
28 pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with Exhibit B,

Budget Summary. In no event shall actual services performed under this Agreement be in excess of One Hundred Fifty-Five Thousand Ninety and No/100 Dollars (\$155,090).

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

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

5. INVOICING

CONTRACTOR shall invoice COUNTY's DSS in arrears by the tenth (10th) of each month for actual expenditures incurred and services rendered in the previous month to:

DSSInvoices@fresnocountyca.gov. A monthly activity report shall accompany the invoice, reflecting services supported by the invoiced expenditures, and include necessary programmatic documentation including, but not limited to personal declarations' of homelessness, medical notes, or program intake documents, and be in a form and in such detail as acceptable to the COUNTY's DSS. Invoices shall include supporting documentation including, but not limited to, receipts, invoices received, and documented administrative/overhead costs. No reimbursement for services shall be made until invoices, reports, and complete documents are received, reviewed, and approved by COUNTY's DSS. All final claims for funding shall be submitted by CONTRACTOR within sixty (60) days following the final month of

1 services.

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

10 **6. INDEPENDENT CONTRACTOR**

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

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

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

1 Agreement.

2 **7. MODIFICATION**

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

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

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

16 **8. NON-ASSIGNMENT**

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

19 **9. HOLD HARMLESS**

20 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
21 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including
22 attorney's fees and costs) , damages, liabilities, claims, and losses occurring or resulting to COUNTY in
23 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or
24 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and
25 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who
26 may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers,
27 agents, or employees under this Agreement.

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1 **10. CONFLICT OF INTEREST**

2 No officer, employee or agent of the COUNTY who exercises any function or responsibility
3 for planning and carrying out of the services provided under this Agreement shall have any direct or indirect
4 personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be employed
5 by the CONTRACTOR under this Agreement to fulfill any contractual obligations with the COUNTY. The
6 CONTRACTOR shall comply with all Federal, State of California and local conflict of interest laws, statutes
7 and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any
8 officer, employee, or agent of the COUNTY.

9 **11. NON-DISCRIMINATION**

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

15 **12. LIMITED ENGLISH PROFICIENCY**

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

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1 **13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND**
2 **VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

3 A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of State
4 funds under the terms of this Agreement. By signing this Agreement, CONTRACTOR agrees to notify
5 COUNTY of any past, present, or future Federal suspension or debarment. By signing this Agreement,
6 CONTRACTOR attests to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

22 **14. CONFIDENTIALITY**

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

26 **15. DATA SECURITY**

27 For the purpose of preventing the potential loss, misappropriation or inadvertent
28 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 CONTRACTOR by COUNTY, including but not limited to the following:

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

E. CONTRACTOR 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. CONTRACTOR are responsible to immediately notify COUNTY of any breaches or potential breaches of security related to COUNTY's confidential information, data maintained in

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

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

5 **16. PROPERTY OF COUNTY**

6 CONTRACTOR agrees to take reasonable and prudent steps to ensure the security of
7 any and all said hardware and software provided to it by COUNTY under this Agreement, to maintain
8 replacement-value insurance coverages on said hardware and software of like kind and quality
9 approved by COUNTY.

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

18 **17. INDEPENDENT AUDIT**

19 A. COUNTY reserves the right to perform or cause to be performed a financial audit. At
20 COUNTY's request, the CONTRACTOR shall provide, at its own expense, a financial audit prepared by a
21 certified public accountant.

- 22 1) If a financial audit is required by COUNTY, the audit shall be performed by an
23 independent certified public accountant.
- 24 2) The CONTRACTOR shall notify COUNTY of the auditor's name and address
25 immediately after the selection has been made. The contract for the audit shall
26 allow access by COUNTY and State representatives to the independent auditor's
27 working papers.
- 28 3) The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR at COUNTY cost, as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

18. AUDITS AND INSPECTIONS

The CONTRACTOR 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 CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR's compliance with the terms of this Agreement.

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

In addition, CONTRACTOR shall cooperate and participate with COUNTY's fiscal review process and comply with all final determinations rendered by the COUNTY's fiscal review process. If COUNTY reaches an adverse decision regarding CONTRACTOR's services to consumers, it may result in the disallowance of payment for services rendered; or in additional controls to the delivery of services, or in the termination of this Agreement, at the discretion of COUNTY's DSS Director or designee. If as a result of COUNTY's fiscal review process a disallowance is discovered due to CONTRACTOR's deficiency,

CONTRACTOR shall be financially liable for the amount previously paid by COUNTY to CONTRACTOR and this disallowance will be adjusted from CONTRACTOR's future payments, at the discretion of COUNTY's DSS Director or designee. In addition, COUNTY shall have the sole discretion in the determination of fiscal review outcomes, decisions and actions.

19. FRATERNIZATION

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

20. CHARITABLE CHOICE

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

21. GRIEVANCES

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

22. PROHIBITION ON PUBLICITY

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of

1 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above,
2 publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as necessary to
3 raise public awareness about the availability of such specific services when approved in advance by the
4 Director or designee and at a cost as provided in Exhibit B for such items as written/printed materials, the
5 use of media (i.e., radio, television, newspapers) and any other related expense(s).

6 **23. PUBLIC INFORMATION**

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

9 **24. NOTICES**

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

12 COUNTY

13 Director, COUNTY OF FRESNO
14 Department of Social Services
15 P.O. Box 1912
Fresno, CA 93718-1912

CONTRACTOR

Chief Executive Officer
Jay Sai Inc., DBA Super 8
3142 S. Highland Ave,
Selma, CA 93662

16 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
17 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
18 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
19 personal service is effective upon service to the recipient. A notice delivered by first-class United States
20 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
21 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
22 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
23 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
24 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
25 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
26 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
27 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
28 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,

1 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
2 beginning with section 810).

3 **25. GOVERNING LAW**

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

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

8 **26. INTERPRETATION OF LAWS AND REGULATIONS**

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

11 **27. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

12 CONTRACTOR shall, and shall cause its consultants, subrecipients, contractors, and
13 subcontractors to, comply with all applicable State and Federal laws and regulations governing this
14 Agreement.

15 A. Whenever the CONTRACTOR uses the services of a contractor, the CONTRACTOR
16 shall require that the contractor comply with all Federal, State and local laws, ordinances, regulations
17 and Fresno County Charter provisions applicable in the performance of their work.

18 B. This Agreement is subject to the requirements of Section 3 of the Housing and Urban
19 Development Act of 1968, as amended, 12 U.S.C. 1701(u).Accordingly, the CONTRACTOR shall
20 require the prime contractor to complete and submit documentation prior to award of the construction
21 contract and upon Project completion that compliance with the Section 3 clause has been met.

22 C. Non-Discrimination: The CONTRACTOR agrees to comply with the non-discrimination
23 in employment and contracting opportunities laws, regulations, and executive orders referenced in 24
24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in
25 Section 109 of the Housing and Community Development Act of 1974 are still applicable.

26 D. Because the CONTRACTOR is receiving at least \$100,000 for this Project from the
27 COUNTY's CDBG Program under this Agreement, the CONTRACTOR shall complete and submit to the
28 County Community Development Division a "Certification of Payments to Influence Federal

Transactions" form and a "Standard Form LLL - Disclosure of Lobbying Activities" form. Likewise, before the CONTRACTOR awards a contract using at least \$100,000 of such CDBG funds, the CONTRACTOR shall require the consultant and/or contractor and all their sub-consultants and/or subcontractors to complete and submit these two (2) forms described hereinabove to both the CONTRACTOR and the COUNTY.

E. Records Retention: The CONTRACTOR shall retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement for a period of four (4) years from the date of the submission of the COUNTY's consolidated annual performance and evaluation report to HUD in which the activities assisted under this Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year record retention period, such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, 4 whichever occurs later (24 CFR 570.502, 570.503(b)(2), 570.506).

F. Uniform Administrative Requirements: The CONTRACTOR shall comply with applicable Uniform Administrative Requirements, as described in 24 CFR 570.502.

G. Other Program Requirements: The CONTRACTOR shall comply with CDBG program requirements described in 24 CFR 570.600 – 615 not otherwise mentioned in this Agreement, except that the District does not assume the COUNTY's responsibilities described at 24 CFR 570.604 or 24 CFR 52.

H. Faith-Based Organizations: The CONTRACTOR agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instructions or proselytization, and that the CONTRACTOR will comply with all requirements of 24 CFR 570.200(j) and 5.109.

28. CHANGE OF LEADERSHIP/MANAGEMENT

In the event of any change in the status of CONTRACTOR's leadership or management, CONTRACTOR shall provide written notice to COUNTY within thirty (30) days from the date of change. Such notification shall include any new leader or manager's name, address and qualifications. "Leadership or management" shall include any employee, member, or owner of CONTRACTOR who either a) directs

1 individuals providing services pursuant to this Agreement, b) exercises control over the manner in which
2 services are provided, or c) has authority over CONTRACTOR's finances.

3 **29. LOBBYING AND POLITICAL ACTIVITY**

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

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

9 **30. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

21 **31. SEVERABILITY**

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

24 **32. ENTIRE AGREEMENT**

25 This Agreement constitutes the entire agreement between the CONTRACTOR and
26 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations,
27 proposals, commitments, writings, advertisements, publications, and understanding of any nature
28 whatsoever unless expressly included in this Agreement.

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

3
4 **CONTRACTOR:**

5 **Jay Sai Inc., DBA Super 8**

6 By: 

7
8 Print Name: Kalpana Panchal

9 Title: CFO

10 Kalpana Ramesh Panchal
11 Chief Executive Officer

12
13 By: 

14
15 Print Name: RAMESH PANCHAL

16 Title: CFO

17 Rameshbhai Bhagubhai Panchal
18 Chief Financial Officer

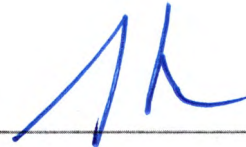
19 Mailing Address:
20 3142 S. Highland Ave.
21 Selma, CA 93662
22 Contact: Rameshbhai Bhagubhai Panchal

23 **FOR ACCOUNTING USE ONLY:**

24 Account No.: 7295
25 ORG No.: 56107001
26 Fund/Subclass: 0001/10000

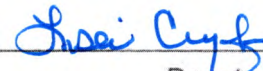
27 DEN:rm
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COUNTY OF FRESNO



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

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

By: 
Deputy

SUMMARY OF SERVICES

ORGANIZATION: Jay Sai Inc, DBA Super 8
ADDRESS: 3142 S. Highland Ave., Selma CA. 93662
TELEPHONE: (559) 260-7011
CONTACT: Rameshbhai Bhagubhai Panchal
EMAIL: super8m2127@gmail.com
CONTRACT: Homeless Shelter Services
CONTRACT TERM: March 1, 2021 through June 30, 2021

DESCRIPTION OF SERVICES

Super 8 ("CONTRACTOR") will provide rooms for homeless individuals in the Selma area. The maximum number of rooms will decrease each month as sheltered individuals are moved out each month. Services are intended to provide a safe environment for homeless individuals during the COVID-19 State of Emergency.

COUNTY RESPONSIBILITIES

County will:

- Comply with all applicable State, Federal and local laws and regulations governing projects that use Federal Funds.

CONTRACTOR RESPONSIBILITIES

CONTRACTOR will:

- Provide a maximum of 30 rooms in March.
- Provide a maximum of 23 rooms in April.
- Provide a maximum of 16 rooms in May.
- Provide a maximum of 9 rooms in June, with occupancy ending June 30th.
- At month's end, bill to COUNTY for the sum of actual daily occupancy for the month. COUNTY will reimburse for actual occupied rooms only.
- Allow guests to enter Super 8 with their partners and/or children and possessions; pets will not be allowed.
- Allow security, provided by Pacific Valley Patrol, to patrol the motel and grounds and 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.
- Set aside private rooms away from groups of people for individuals that are 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.
- Publicly display proper hygiene recommendations throughout each facility.

- Comply with all rules and regulations in accordance with 24 CFR part 570 – Community Development Block Grants.
- Shall, and shall cause its consultants, subrecipients, contractors, and subcontractors to, comply with all applicable State and Federal laws and regulations governing this Agreement.
- Whenever the CONTRACTOR uses the services of a sub-contractor, the CONTRACTOR shall require that the sub-contractor comply with all Federal, State and local laws, ordinances, regulations and Fresno County Charter provisions applicable in the performance of their work.
- This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u). Accordingly, the CONTRACTOR shall require the prime contractor to complete and submit documentation prior to award of the construction contract and upon Project completion that compliance with the Section 3 clause has been met.
- Non-Discrimination: The CONTRACTOR agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable.
- Because the CONTRACTOR is receiving at least \$100,000 for this Project from the COUNTY's CDBG Program under this Agreement, the CONTRACTOR shall complete and submit to the County Community Development Division a "Certification of Payments to Influence Federal Transactions" form and a "Standard Form LLL - Disclosure of Lobbying Activities" form. Likewise, before the awards a contract using at least \$100,000 of such CDBG funds, the CONTRACTOR shall require the consultant and/or sub-contractor and all their sub-consultants and/or subcontractors to complete and submit these two (2) forms described hereinabove to both the CONTRACTOR and the COUNTY.
- Records Retention: The CONTRACTOR shall retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement for a period of four (4) years from the date of the submission of the COUNTY's consolidated annual performance and evaluation report to HUD in which the activities assisted under this Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year record retention period, such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later (24 CFR 570.502, 570.503(b)(2), 570.506).
- Uniform Administrative Requirements: The CONTRACTOR shall comply with applicable Uniform Administrative Requirements, as described in 24 CFR 570.502.
- Other Program Requirements: The CONTRACTOR shall comply with CDBG program requirements described in 24 CFR 570.600 – 615 not otherwise mentioned in this Agreement, except that the District does not assume the COUNTY's responsibilities described at 24 CFR 570.604 or 24 CFR 52.
- Faith-Based Organizations: The CONTRACTOR agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instructions or proselytization, and that the CONTRACTOR will comply with all requirements of 2 CFR 570.200(j) and 5.109."

BUDGET SUMMARY

ORGANIZATION: Jay Sai, Inc. DBA Super 8
ADDRESS: 3142 S. Highland Ave., Selma CA. 93662
TELEPHONE: (559) 260-7011
CONTACT: Rameshbhai Bhagubhai Panchal
EMAIL: super8m2127@gmail.com
CONTRACT: Homeless Shelter Services
CONTRACT TERM: March 1, 2021 through June 30, 2021
CONTRACT TOTAL: \$155,090

Budget

Motel Rental/Lease:	Amount
March - \$65 per room/night, up to 30 rooms	\$60,450
April - \$65 per room/night, up to 23 rooms	\$44,850
May - \$65 per room/night, up to 16 rooms	\$32,240
June - \$65 per room/night, up to 9 rooms	\$17,550
Maximum Budget	\$155,090

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:	