

**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 **MARJAREE MASON CENTER, INC.**, a California Private Non-Profit Organization, whose address is 1600 M Street, Fresno, CA 93721, hereinafter referred to as "SUBRECIPIENT."

**W I T N E S S E T H**

WHEREAS, COUNTY is the Administrative Entity for Homeless Emergency Aid Program (HEAP) grant funds awarded to the Fresno Madera Continuum of Care (FMCoC) by the California Business, Consumer Services and Housing (BCSH) Agency, as authorized by SB 850 (Chapter 48, Statutes of 2018); and

WHEREAS, the Fresno Madera Continuum of Care has a need for coordinated homeless services to address the homelessness crisis throughout the Counties of Fresno and Madera; and

WHEREAS, SUBRECIPIENT has the expertise and is willing to provide said services pursuant to the terms and conditions of this Agreement; and

WHEREAS, the BSCH Agency has authorized the purchase and retention of a vehicle by SUBRECIPIENT with HEAP grant monies as provided for in 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 and Budget, attached hereto and by this reference incorporated herein.

B. SUBRECIPIENT shall maintain membership in the FMCoC and participate in Coordinated Entry for Domestic Violence survivors throughout the term of this Agreement, as described in Exhibit A. If, for any reason, this status is not maintained, the COUNTY may terminate this Agreement pursuant to Section Three (3) of this Agreement.

C. SUBRECIPIENT shall be aware of, agree to, and comply with all State requirements governing the use of HEAP funds; and all conditions in Exhibit B, COUNTY's Agreement

No. 18-HEAP-00027, attached hereto and by this reference incorporated herein. Failure to comply with these requirements and conditions may result in termination of this Agreement pursuant to Section Three (3) of this Agreement. Required conditions include, but are not limited to:

- 1) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
- 2) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- 3) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the SUBRECIPIENT or any Subcontractor in performing the Work or any part of it.
- 4) Agree to include all the terms of this Agreement and Exhibit B in each subcontract.

**2. TERM**

This Agreement shall be effective upon execution through and including June 30, 2021.

**3. TERMINATION**

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

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

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

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the SUBRECIPIENT. Neither

1 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or  
2 default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment to the  
3 COUNTY of any funds disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of  
4 the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT  
5 shall promptly refund any such funds upon demand.

6 C. Without Cause - Under circumstances other than those set forth above, this  
7 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of  
8 an intention to terminate to SUBRECIPIENT.

#### 9 **4. COMPENSATION**

10 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to  
11 pay SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with Exhibit A,  
12 Summary of Services and Budget. Mandated travel shall be reimbursed based on actual expenditures and  
13 mileage reimbursement shall be at SUBRECIPIENT's adopted rate per mile, not to exceed the IRS  
14 published rate.

15 In no event shall actual services performed under this Agreement be in excess of eighty-  
16 eight thousand six hundred and No/100 Dollars (\$88,600). Payments by COUNTY shall be in arrears,  
17 for services provided during the preceding month, within forty-five (45) days after receipt, verification  
18 and approval of SUBRECIPIENT's invoices by COUNTY.

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

1           **5.     INVOICING**

2           SUBRECIPIENT shall invoice COUNTY's DSS in arrears by the tenth (10<sup>th</sup>) of each month  
3 for expenditures incurred to provide services rendered in the previous month to:

4 [DSSInvoices@fresnocountyca.gov](mailto:DSSInvoices@fresnocountyca.gov). Payments by COUNTY's DSS shall be in arrears, for actual services  
5 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval of  
6 SUBRECIPIENT's invoices by COUNTY's DSS. A monthly activity report shall accompany the invoice,  
7 reflecting services supported by the invoiced expenditures and be in a form and in such detail as  
8 acceptable to the COUNTY's DSS. Invoices shall include all corresponding documentation submitted and  
9 identified by line item, as identified in Exhibit A, Summary of Services and Budget. All final claims for  
10 funding shall be submitted by SUBRECIPIENT by no later than July 10, 2021.

11           At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is  
12 otherwise not in proper form or detail, COUNTY's DSS Director or designee shall have the right to withhold  
13 full payment of the invoice that is incorrect or improper after five (5) days prior written notice or email  
14 correspondence to SUBRECIPIENT. SUBRECIPIENT agrees to continue to provide services for a period of  
15 ninety (90) days after written or email notification of an incorrect or improper invoice. In addition, for invoices  
16 received ninety (90) days after the expiration of each term of this Agreement or termination of this  
17 Agreement, at the discretion of COUNTY's DSS Director or designee, COUNTY's DSS shall have the right  
18 to deny payment of any additional invoices received

19           **6.     INDEPENDENT CONTRACTOR**

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

28           SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the

1 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject  
2 thereof.

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

11 **7. MODIFICATION**

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

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

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

25 **8. NON-ASSIGNMENT**

26 SUBRECIPIENT shall not assign, transfer or sub-contract this Agreement nor their rights or  
27 duties under this Agreement without the prior written consent of the COUNTY or COUNTY's DSS Director  
28 or designee. Any transferee, assignee, or subcontractor will be subject to all applicable provisions of this

Agreement, and all applicable State and Federal regulations. SUBRECIPIENT shall be held primarily responsible by the COUNTY for the performance of any transferee, assignee, or subcontractor unless otherwise expressly agreed to in writing by COUNTY. The use of subcontractor by SUBRECIPIENT shall not entitle SUBRECIPIENT to any additional compensation than is provided for under this Agreement.

**9. HOLD HARMLESS**

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

**10. INSURANCE**

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

**A. Commercial General Liability**

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

**B. Automobile Liability**

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

1 C. Professional Liability

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

5 D. Worker's Compensation

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

8 E. Additional Requirements Relating to Insurance

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

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

21 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this  
22 Agreement, SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for  
23 all of the foregoing policies, as required herein, to DSSContractInsurance@fresnocountyca.gov, Attention:  
24 Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that the  
25 County of Fresno, its officers, agents and employees will not be responsible for any premiums on the  
26 policies; that for such worker's compensation insurance the SUBRECIPIENT has waived its right to recover  
27 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and  
28 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance

1 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional  
2 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for  
3 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
4 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance  
5 provided under SUBRECIPIENT's policies herein; and that this insurance shall not be cancelled or changed  
6 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

13                   **11. CONFLICT OF INTEREST**

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

21                   **12. NON-DISCRIMINATION**

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

27                   **13. LIMITED ENGLISH PROFICIENCY**

28                   SUBRECIPIENT shall provide interpreting and translation services to persons participating



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

11 **14. CLEAN AIR AND WATER**

12 In the event the funding under this Agreement exceeds One Hundred Thousand and No/100  
13 Dollars (\$100,000), SUBRECIPIENT shall comply with all applicable standards, orders or requirements  
14 issued under the Clean Air Act contained in 42 U.S. Code 7601 et seq; the Clean Water Act contained in 33  
15 U.S. Code 1368 et seq.; and any standards, laws and regulations, promulgated thereunder. Under these  
16 laws and regulations, SUBRECIPIENT shall assure:

17 A. No facility shall be utilized in the performance of the Agreement that has been listed  
18 on the Environmental Protection Agency (EPA) list of Violating Facilities;

19 B. COUNTY shall be notified prior to execution of this Agreement of the receipt of any  
20 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be utilized  
21 in the performance of this Agreement is under consideration to be listed on the EPA list of Violating  
22 Facilities;

23 C. COUNTY and U.S. EPA shall be notified about any known violation of the above  
24 laws and regulations; and

25 D. This assurance shall be included in every nonexempt subgrant, contract, or  
26 subcontract.

27 **15. DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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1           **17.    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           **18.    DATA SECURITY**

6           Individuals and/or agencies that enter into a contractual relationship with the COUNTY for  
7 the purpose of providing services must employ adequate controls and data security measures, both  
8 internally and externally to ensure and protect the confidential information and/or data provided to  
9 contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing,  
10 use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY  
11 resources; and/or disruption to COUNTY operations.

12           Individuals and/or agencies may not connect to or use COUNTY networks/systems via  
13 personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting  
14 purposes and provide a secure connection; up to date virus protection and mobile devices must have the  
15 remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not  
16 be used (COUNTY or SUBRECIPIENT device) or brought in for use into the COUNTY's system(s) without  
17 prior authorization from COUNTY's Chief Information Officer and/or designee(s).

18           SUBRECIPIENT may not store COUNTY's private, confidential or sensitive data on any  
19 hard-disk drive, portable storage device or remote storage installation unless encrypted according to  
20 advance encryption standards (AES of 128 bit or higher).

21           The COUNTY will immediately be notified of any violations, breaches or potential breaches  
22 of security related to COUNTY's confidential information, data and/or data processing equipment which  
23 stores or processes COUNTY data, internally or externally.

24           COUNTY shall provide oversight to SUBRECIPIENT's response to all incidents arising from  
25 a possible breach of security related to COUNTY's confidential client information. SUBRECIPIENT will be  
26 responsible to issue any notification to affected individuals as required by law or as deemed necessary by  
27 COUNTY in its sole discretion. SUBRECIPIENT will be responsible for all costs incurred as a result of  
28 providing the required notification.

1           **19.    PROPERTY OF COUNTY**

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

6           **20.    INDEPENDENT AUDIT**

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

10                          1)       If a financial audit is required by COUNTY, the audit shall be performed by  
11 an independent certified public accountant.

12                          2)       The SUBRECIPIENT shall notify COUNTY of the auditor's name and  
13 address immediately after the selection has been made. The contract for the audit shall allow access by  
14 COUNTY and State representatives to the independent auditor's working papers.

15                          3)       The SUBRECIPIENT is responsible for the completion of audits and all costs  
16 of preparing audits.

17                          4)       The completed audit report shall be submitted by the auditor to COUNTY  
18 within three business days of completion.

19                          5)       If there are audit findings, the SUBRECIPIENT must submit a detailed  
20 response acceptable to COUNTY for each audit finding within 90 days from the date of the audit finding  
21 report.

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

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1           **21.     AUDITS AND INSPECTIONS**

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

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

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

21           **22.     FRATERNIZATION**

22           SUBRECIPIENT shall establish procedures addressing fraternization between  
23 SUBRECIPIENT's staff and clients. Such procedures will include provisions

24           **23.     STATE ENERGY CONSERVATION**

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

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1           **24.     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           **25.     PROHIBITION ON PUBLICITY**

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

22           **26.     PUBLIC INFORMATION**

23           SUBRECIPIENT shall disclose COUNTY as a funding source in all public information.

24           **27.     NOTICES**

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

27    ///

28    ///

COUNTY

SUBRECIPIENT

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

Director, Marjaree Mason Center Inc.  
1600 M Street  
Fresno, CA 93721

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

**28. GOVERNING LAW**

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

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

**29. CHANGE OF LEADERSHIP/MANAGEMENT**

In the event of any change in the status of SUBRECIPIENT's leadership or management, SUBRECIPIENT 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 SUBRECIPIENT who either a) directs individuals providing services pursuant to this Agreement, b) exercises control over the manner in which services are provided, or c) has authority over SUBRECIPIENT's finances.

**30. LOBBYING AND POLITICAL ACTIVITY**

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

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

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

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

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

**32. SEVERABILITY**

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

**33. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the SUBRECIPIENT and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations,



proposals, commitments, writings, advertisements, publications, and understanding of any nature  
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.

3 **SUBRECIPIENT:**  
4 **Marjaree Mason Center Inc.**

5 By: Nicole Linder

6 Print Name: Nicole Linder

7 Title: Executive Director  
8 Chairman of the Board, or  
9 President, or any Vice President

10 By: Marcus Martin

11 Print Name: Marcus Martin

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

17 Mailing Address:  
18 1600 M Street  
19 Fresno, CA 93721  
20 Phone No: (559) 237-4706  
21 Contact: Executive Director

22 **FOR ACCOUNTING USE ONLY:**  
23 Fund/Subclass: 0001/10000  
24 ORG No.: 56107114  
25 Account No.: 7870/0

26 DEN:dl  
27  
28

**COUNTY OF FRESNO**

Steve Brandau  
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: Doreen Cuyler  
Deputy

## **SUMMARY OF SERVICES AND BUDGET**

ORGANIZATION: **MARJAREE MASON CENTER, INC.**

ADDRESS: 1600 M Street, Fresno, CA 93721

TELEPHONE: (559) 237-4706

CONTACT: Nicole Linder

EMAIL: nicole@mmcenter.org

AMOUNT: \$88,600

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### **A. SUMMARY OF SERVICES**

Marjaree Mason Center, Inc. (MMC) will provide cleaning and sanitizing supplies, as well as computers, food, and janitorial services for individuals and families fleeing domestic violence and utilizing MMC's emergency shelter. Supplies, services, and food are to be provided in order to maintain a sanitary environment within the shelter during the COVID-19 pandemic. Computers will be provided to assist clients in meeting MMC service needs. Additionally, a vehicle will be purchased to provide transportation in a safe and sanitary environment, as well as to deliver food to households that are being served off-site.

### **B. SUBRECIPIENT RESPONSIBILITIES**

- Maintain membership in good standing in the Fresno Madera Continuum of Care (FMCoC) and participate in Coordinated Entry System (CES).
- Purchase and retain a vehicle, 4-door sedan, small SUV, or Van. Utilize the purchased vehicle to provide transportation directly to clients participating in the Emergency Shelter Program, including those housed off-site in alternative safe housing, to assist them in attending doctor's appointments, legal appointments, and social services appointments; provide clients' food, clothing, and basic necessity delivery services; and transport those not eligible for MMC services to other appropriate service providers.
- Purchase and make available for client use only two (2) computers.
- Purchase and utilize four (4) touchless temperature scanners to provide initial checks at entry points and allow the triage of clients who may have elevated temperatures.
- Purchase and utilize PPE, janitorial supplies, and additional janitorial services, to effectively protect clients and staff from the risk of exposure to COVID-19 infection.
- Purchase food to-go containers for the delivery of meals to clients participating in the Emergency Shelter Program, including those housed off-site in alternative safe housing.
- Purchase additional linens, towels, and comforters for clients participating in the Emergency Shelter Program, including those housed off-site in alternative safe housing.

### **C. REPORTS AND OUTCOMES**

A monthly report shall be provided along with the invoice, reflecting the expenditures and the total number of individuals served. The monthly report shall be in a form and in such detail as acceptable to the COUNTY's DSS.

### Budget

Expenditures	Amount
Touchless Body Temperature Scanners (4)	\$ 11,000
Food Supplies (To Go Containers)	\$ 9,000
Janitorial Services	\$ 4,500
Janitorial Supplies	\$ 10,000
Linens, Towels, Comforters	\$ 7,500
PPE for clients and staff face shields and masks	\$ 7,500
Computers (2) for client use only	\$ 2,600
Hospital Grade Purifiers	\$ 7,500
Vehicle	\$ 29,000
<b>Total</b>	<b>\$ 88,600</b>

AGREEMENT NUMBER <b>18-HEAP-00027</b>
REGISTRATION NUMBER <b>CA-514</b>

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY**

CONTRACTOR'S NAME

**County of Fresno**

2. The term of this Agreement is: **Upon BCSH Approval** through **10/31/2021**

3. The maximum amount of this Agreement is: **\$ 9,501,362.84**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A -	Authority, Purpose and Scope of Work	3
Exhibit B -	Budget Detail and Payment Provisions	3
Exhibit C -	Terms and Conditions	9
Exhibit D -	Special Terms and Conditions	1

**TOTAL NUMBER OF PAGES ATTACHED:** 16

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**County of Fresno**

BY (Authorized Signature)

DATE SIGNED (Do not type)

**Feb 12, 2019**

PRINTED NAME AND TITLE OF PERSON SIGNING

**Nathan Magis, Chairman of the Board of Supervisors**

ADDRESS

**200 W. Pontiac Way, Building 3, Clovis, CA, 93612**

**STATE OF CALIFORNIA**

AGENCY NAME

**BUSINESS, CONSUMERS SERVICES AND HOUSING AGENCY**

BY (Authorized Signature)

DATE SIGNED (Do not type)

**12/28/18**

PRINTED NAME AND TITLE OF PERSON SIGNING

**Alexis Podesta, Secretary  
Business, Consumer Services and Housing Agency**

ADDRESS

**915 Capitol Mall, Suite 350-A, Sacramento, CA 95814**

**California Department of General  
Services Use Only**

☐ Exempt per:

ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By **Ruby Cuyler** Deputy

FOR COUNTY OF FRESNO ACCOUNTING USE ONLY:

Fund/Subclass: 0065/17237  
Organization: 1132  
Account/Program: 3575



Standard Agreement  
EXHIBIT A

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**Homeless Emergency Aid Program (HEAP)**

**1. Authority**

Pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), the State has established the Homeless Emergency Aid Program ("HEAP" or "the Program" or "the grant"). The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"). HEAP provides one-time flexible block grant funds to Administrative Entities as defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) and Large Cities to address their immediate homelessness challenges. This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and an Administrative Entity or Large City ("Contractor") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Contractor agrees to comply with the terms and conditions of the Agreement, the Notice of Funding Availability ("NOFA") under which the Contractor applied, the representations contained in the Contractor's application, and the requirements of the authority cited above.

**2. Purpose**

The general purpose of the Program is to provide one-time block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of each Contractor. In accordance with the authority cited above, an application was made by the Contractor for HEAP funds to be allocated for eligible uses under the grant, which include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements and homeless youth activities.

**3. Definitions**

Terms herein shall have the same meaning as the definitions set forth in the HEAP NOFA.

**4. Scope of Work**

The Scope of Work ("Work") for this Agreement shall include one-time uses that are consistent with Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), for eligible uses, which include, but are not limited to, one or more of the following:

**Standard Agreement  
EXHIBIT A**

- A. Services,
- B. Rental Assistance or Subsidies,
- C. Capital Improvements,
- D. Homeless Youth Set-Aside,
- E. Administrative Costs, and
- F. Other

**5. Agency Contract Coordinator**

The Agency's Contract Coordinator for this Agreement is the Council's HEAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring Contractor signature for this Agreement shall be mailed by first class mail to the Agency Contract Coordinator at the following address:

Business, Consumer Services and Housing Agency  
Attn: Homeless Emergency Aid Program Grant Manager  
915 Capitol Mall, Suite 350-A  
Sacramento, CA 95814

**6. Contractor's Contract Coordinator**

The Contractor's Contract Coordinator ("Authorized Representative") for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement will be mailed by first class mail to the Contractor's Contract Coordinator at the following address:

Contractor's Authorized Representative Name:	Laura Moreno, Program Manager
Address:	200 W. Pontiac Way, Building 3 Clovis, CA 93612
Phone:	(559) 600-2335
Email:	lhaga@fresnocountyca.gov



**Standard Agreement  
EXHIBIT A**

**7. Effective Date, Term of Agreement, and Deadlines**

- A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.
- B. All HEAP grant funds must be at least fifty percent contractually obligated by January 1, 2020. One hundred percent of Program funds must be expended by June 30, 2021. Any funds not expended by that date shall be returned to the Agency and will revert to the General Fund (See Health and Safety Code Section 50215).

**8. Special Conditions**

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved.

**Standard Agreement  
EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**Homeless Emergency Aid Program (HEAP)**

**1. Budget Detail**

The Contractor agrees that HEAP funds shall be expended on one-time uses that address immediate homelessness challenges.

Consistent with the application submitted by the Contractor on December 12, 2018, the Business, Consumer Services and Housing Agency ("Agency") shall award funds in the form of a grant for the following eligible activities:

A. Capital Improvements:	\$ 0.00
B. Services:	\$ 7,073,213.70
C. Rental Assistance or Subsidies:	\$ 994,679.00
D. Homeless Youth Set-Aside:	\$ 475,068.14
E. Administrative Costs:	\$ 475,068.00
F. Other:	\$ 483,334.00
Total HEAP Award Amount:	\$9,501,362.84

**2. General Conditions Prior to Disbursement**

General Requirements – All Contractors must submit the following forms prior to HEAP funds being released:

- A. Request for Funds Form (RFF),
- B. Four original copies of the signed STD. 213 form and initialed Exhibits A through D, and
- C. Any other documents, certifications, or evidence requested by Agency as part of the HEAP application.

**3. Expenditure of Funds**

Specific requirements and deadlines for contractually obligating and expending awarded funds are defined in the HEAP statutes. Health and Safety Code Sections 50214 and 50215 mandate the following:

- A. No more than five (5) percent of HEAP funds may be used for administrative costs related to the execution of eligible activities.
- B. No less than five (5) percent of HEAP funds shall be used to establish or expand services meeting the needs of homeless youth or youth at risk of homelessness.
- C. No less than 50 percent of HEAP funds shall be contractually obligated by January 1, 2020.
- D. One hundred percent of HEAP funds shall be expended by June 30, 2021.

**Standard Agreement  
EXHIBIT B**

- E. Any funds not expended by June 30, 2021 shall be returned to Agency and will revert to the General Fund.

Homeless Coordinating and Financing Council ("Council") staff will provide ongoing technical assistance and training to support Contractors in successfully complying with these requirements and deadlines.

HEAP funds may not be obligated and expended prior to the effective date of this Agreement or prior to Contractor's receipt of HEAP funds, whichever date is later, even if it is for an eligible use under the statute. Program funds shall be expended in compliance with the requirements set forth in Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other relevant provisions established under SB 850, the NOFA, and this Agreement.

**4. Disbursement of Funds**

HEAP funds will be disbursed to the Contractor upon receipt, review and approval of the completed RFF by Agency, which will then forward the RFF to the State Controller's Office ("SCO") for a check to be issued. The RFF must include the proposed activities and amount of funds proposed for expenditure under each eligible use. HEAP funds will be disbursed in a single allocation once the RFF has been received by the SCO.

**5. Budget Changes**

After the effective date of this Agreement, the Contractor agrees that no changes shall be made to the Contractor's HEAP budget, funded homeless service providers ("subrecipients"), or eligible activities listed in the RFF without first obtaining approval from Agency. Any changes to this Agreement must be requested by the Contractor in writing through submission of a Change Request Form. Changes must be approved in writing by Agency.

**6. Ineligible Costs**

HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code Section 50214.

Agency reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. If the Contractor or its funded subrecipients use HEAP funds to pay for ineligible activities, the Contractor shall be required to reimburse these funds to Agency.

**Standard Agreement  
EXHIBIT B**

- A. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Contractor.
- B. Expenditures for activities not described in Exhibit A or Paragraph 1 above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are included in the approved RFF or are approved in writing by Agency prior to the expenditure of funds for those activities.
- C. Agency, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HEAP funds.
- D. Program funds shall not be used for overhead or planning activities, including Homeless Management Information Systems or Homelessness Plans.

**7. Administrative Costs**

The Contractor must comply with Health and Safety Code Section 50214, which limits administrative costs related to the execution of eligible activities to no more than five percent of HEAP funds. For purposes of this Program, "administrative costs" does not include staff costs directly related to carrying out the eligible activities described in Paragraph 1 of this Exhibit.



Standard Agreement  
EXHIBIT C

**TERMS AND CONDITIONS**

**Homeless Emergency Aid Program (HEAP)**

**1. Effective Date, Commencement of Work and Completion Dates**

- A. This Agreement is effective upon approval by Agency, which is indicated by the signature provided by Agency in the lower left-hand corner of page one, Standard Agreement, STD. 213, when signed by all parties. Contractor agrees that the work shall not commence, nor any costs to be paid with HEAP funds be incurred or obligated by any party, prior to execution of this Agreement by Agency and the Contractor, or prior to Contractor's receipt of HEAP funds, whichever date is later. Contractor agrees that the work shall be completed by the expenditure date specified in Exhibit A, Paragraph 6.
- B. Contractor must contractually obligate no less than 50 percent of HEAP funds by January 1, 2020. One hundred percent of HEAP funds shall be expended by June 30, 2021. Any funds not expended by June 30, 2021 shall be returned to Agency and revert to the General Fund. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general purpose local government that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the Subcontractors are required to obligate the funds by the same statutory deadlines. "Expended" means all HEAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.
- C. Contractor and its Subcontractors agree that the work shall be completed by the expiration date specified in Exhibit A, Paragraph 6 and that the Scope of Work will be provided for the full term of this Agreement.

**2. Sufficiency of Funds and Termination**

- A. Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Contractor. Cause shall consist of: violations of any terms or conditions of this Agreement, or any breach of contract as described in Paragraph 7; violation of any Federal or State Laws or Regulations; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Contractor shall be returned to Agency within thirty days of the Notice of Termination.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other

**Standard Agreement  
EXHIBIT C**

laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

**3. Transfers**

Contractor may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of Agency and a formal amendment to this Agreement to affect such subcontract or novation.

**4. Contractor's Application for Funds**

Contractor has submitted to Agency an application for HEAP funds to provide urgently needed emergency assistance to homeless people in communities with a declared shelter crisis or applicable waiver as authorized by Health and Safety Code Section 50212(b). Agency is entering into this Agreement on the basis of, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by Agency. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

Contractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

**5. Reporting/Audits**

A. The Contractor shall submit an annual report to Agency on forms provided by Agency, by January 1, 2020 and January 1, 2021. If the Contractor fails to provide such documentation, Agency may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification. The Contractor shall also submit a final report by September 30, 2021.

B. The annual report shall contain a detailed report containing the following:

1. Amounts awarded to subrecipients with activity(ies) identified.
2. Contract expenditures.
3. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.

**Standard Agreement  
EXHIBIT C**

4. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
5. Increases in capacity for new and existing programs.
6. The number of unsheltered homeless persons becoming sheltered.
7. The number of homeless persons entering permanent housing.

Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U.S. Department of Housing and Urban Development (HUD):

1. Chronically homeless
2. Homeless veterans
3. Unaccompanied homeless youth
4. Homeless persons in families with children

Counts by subpopulation will not be required in cases where that information is unavailable, but it is expected in cases where client information is entered in a Homeless Management Information System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Contractor chooses to include them.

The Contractor will also be asked to comment on the following:

1. Progress made toward local homelessness goals.
2. The alignment between HEAP funding priorities and "Housing First" principles adopted by the Homeless Coordinating and Financing Council.
3. Any other effects from HEAP funding that the CoC or large city would like to share (optional).

C. Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant. HEAP administrative funds may be used to fund this expense.

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

**Standard Agreement  
EXHIBIT C**

audit finding report.

**6. Retention and Inspection of Records**

- A. The Contractor agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide Agency or its designee, with any relevant information requested. The Contractor agrees to permit Agency or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and this Agreement.
- B. The Contractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of this Agreement.
  - 1. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

**7. Breach and Remedies**

- A. The following shall each constitute a breach of this Agreement:
  - 1. Contractor's failure to comply with the terms or conditions of this Agreement.
  - 2. Use of, or permitting the use of, HEAP funds provided under this Agreement for any ineligible activities.
  - 3. Any failure to comply with the deadlines set forth in this Agreement.
- B. In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:
  - 1. Bar the Contractor from applying for future HEAP funds;
  - 2. Revoke any other existing HEAP award(s) to the Contractor;
  - 3. Require the return of any unexpended HEAP funds disbursed under this Agreement;
  - 4. Require repayment of HEAP funds disbursed and expended under this Agreement;
  - 5. Require the immediate return to Agency of all funds derived from the use of HEAP funds including, but not limited to recaptured funds and returned funds;



**Standard Agreement  
EXHIBIT C**

6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements; and
  7. Seek such other remedies as may be available under this Agreement or any law.
- C. All remedies available to Agency are cumulative and not exclusive.
- D. Agency may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

**8. Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

**9. Nondiscrimination**

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

**10. Conflict of Interest**

All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared

**Standard Agreement  
EXHIBIT C**

void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. Employees of the Contractor: Employees of the Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

**11. Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Contractor, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:



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1. The dangers of drug abuse in the workplace;
  2. Contractor's policy of maintaining a drug-free workplace;
  3. Any available counseling, rehabilitation, and employee assistance programs; and,
  4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
1. Will receive a copy of Contractor's drug-free policy statement, and
  2. Will agree to abide by terms of Contractor's condition of employment or subcontract.

**12. Child Support Compliance Act**

For any Contract Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**13. Special Conditions – Contractors/Subcontractor**

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Agreement.

- A. The Agreement between the Contractor and any Subcontractor shall require the Contractor and its Subcontractors, if any, to:
  1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
  2. Maintain at least the minimum State-required worker's compensation for those

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employees who will perform the work or any part of it.

3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Contractor or any Subcontractor in performing the Work or any part of it.
4. Agree to include all the terms of this Agreement in each subcontract.

**14. Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HEAP program, the Contractor, its Subcontractors, and all eligible activities.

Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to Agency upon request.

**15. Inspections**

- A. Contractor shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- B. Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- C. Contractor agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient or Subcontractor until it is corrected.

**16. Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

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- B. The Contractor shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

**Standard Agreement  
Exhibit D**

**SPECIAL TERMS AND CONDITIONS**

**Homeless Emergency Aid Program (HEAP)**

1. All proceeds from any interest-bearing account established by the Contractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by Subrecipients to the Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities. Consistent with Health and Safety Code Section 50214 (b), no more than five (5) percent of these proceeds may be used for general administrative purposes. At least five (5) percent of these proceeds must be allocated to establishing or expanding services for homeless youth, as defined in HEAP Program documents.
2. Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
3. The Contractor agrees to provide the Business, Consumer Services and Housing Agency access to Homeless Management Information System ("HMIS") data collected and entered into the Contractor's HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH including but not limited to, a statewide data integration environment.
4. Pursuant to the information provided in the Contractor's application, the following jurisdictions have declared and have in effect a shelter crisis in accordance with Government Code Section 8698.2 at the time of this award, and are eligible to receive HEAP funds through the Contractor:

City of Coalinga	City of Madera	Madera County
City of Fresno	City of Parlier	Fresno County
City of Huron	City of Sanger	

The following jurisdictions have not declared a shelter crisis at the time of this award and are not eligible to directly receive HEAP funds through the Contractor:

City of Clovis	City of Kerman	City of Reedley
City of Chowchilla	City of Kingsburg	City of San Joaquin
City of Firebaugh	City of Orange Cove	City of Selma
City of Fowler		

## 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).

Exhibit C

<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>	