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2 **MEMORANDUM OF UNDERSTANDING**

3 **Between**

4 **The County of Fresno**

5 **And**

6 **Housing Authority of the City of Fresno, California**
7

8 **THIS MEMORANDUM OF UNDERSTANDING** hereinafter referred to as "MOU" or
9 "Agreement" is made and entered into this _____ day of _____, 2025 (the "Effective
10 Date" by and between the Housing Authority of the City of Fresno, California, a California public
11 body corporate and politic ("Contractor" or "FHA"), and the County of Fresno, a political
12 subdivision of the State of California ("County").

13 **Recitals**

14 **WHEREAS**, the United States Department of Housing and Urban Development ("HUD")
15 issued a Notice of Funding Opportunity (FR-6901-N-25A), dated May 16, 2025 ("NOFO") under
16 the Continuum of Care (CoC) Builds program ("CoC Builds" or "Program") derived from the
17 Consolidated Appropriations Act, 2023 (Public Law 117-328, approved December 29, 2022),
18 and authorized by Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act, (42
19 U.S.C. 11381–11389) (the Act), and the CoC Program rule found in 24 CFR part 578;

20 **WHEREAS**, the Program provides \$75,000,000 for competitive grants to target funding
21 for CoC geographic areas to address and reduce the number of individuals and families
22 experiencing homelessness by adding new units of permanent supportive housing (PSH)
23 through new construction, acquisition, and rehabilitation through one-time CoC Builds awards
24 under the Continuum of Care Program;

25 **WHEREAS**, HUD will only review CoC Builds project applications submitted by the CoC-
26 designated Collaborative Applicants;

1 **WHEREAS**, the Contractor is the designated Collaborative Applicant for the regions'
2 Continuum of Care, as those terms are defined in the CoC Builds Program Guidelines
3 ("Guidelines");

4 **WHEREAS**, the Contractor, as the applicant, desires to apply for the CoC Builds funding
5 opportunity for up to \$9,000,000 in grant funds to support the constructions of the proposed
6 Avalon Commons – Phase II PSH development, to be located near 7521 N Chestnut Ave,
7 Fresno, CA 93720;

8 **WHEREAS**, the County desires to participate with Contractor in the CoC Builds funding
9 opportunity, as the specialty mental health and supportive services provider ("Supportive
10 Services Provider") for the CoC Builds funded units at the proposed Avalon Commons – Phase
11 II PSH development;

12 **WHEREAS**, by this MOU, the Contractor is requesting the County to commit to providing
13 Medi-Cal claimable specialty mental health and housing supportive services (the "Supportive
14 Services") to the tenants of the CoC Builds funded PSH units located at the proposed Project
15 location, in an amount no less than \$7,500 per CoC funded unit per year; and

16 **WHEREAS**, the parties desire to enter into this Agreement, wherein the parties develop,
17 operate, and maintain new permanent supportive housing projects for residents of Fresno
18 County living with severe mental illness and/or serious emotional disturbances who are
19 homeless, all in the accordance with the CoC Build program guidelines (24 CFR part 578).

20 NOW, THEREFORE, in considerations of the recitals set forth above, which is
21 incorporated herein by this reference, and the mutual covenants and undertakings contained
22 herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as
23 follows:

24 **1. PURPOSE**

25 The County and Contractor desire to develop, operate, and maintain permanent
26 supportive housing opportunities in accordance with supportive housing funding source program
27 guidelines and regulations.

28 **2. RESPONSIBILITIES**

1 A. The Contractor shall be responsible to:

2 1. In consultation with the County, prepare any agreed upon CoC
3 Builds program grant application for permanent supportive housing funding. The HUD CoC
4 Builds supportive housing application would include the Contractor as the developer, property
5 manager, and owner; however, any role or responsibility of Contractor in any supportive housing
6 program application shall be determined in consultation with and approved by County. Any
7 supportive housing application completed by the Contractor shall be approved by the County
8 and such approval shall not be unreasonably withheld. The Application(s) shall comply with all
9 state fair housing laws, regulations and directives as required by the funding source, i.e. HUD
10 CoC Builds, MHSA, BHSA etc. As part of any supportive housing program application process,
11 both County and Contractor shall research and identify potential housing sites to be funded with
12 HUD CoC Builds funds and/or other applicable funding sources, or identify other funding
13 sources that can be utilized and/or leveraged to provide for the development of permanent
14 supportive housing units.

15 2. Maintain supportive housing resource information for use by
16 individuals housed, family members and/or support systems of individuals and supportive
17 services staff to assist in the identification and utilization of appropriate supportive housing
18 resources in the community.

19 3. Make reasonable efforts to complete all program-reporting
20 requirements specific to each funding source for any supportive housing developments resulting
21 from this Agreement.

22 4. Provide property management services, either directly or through
23 a subcontract with a qualified firm, for permanent supportive housing projects developed as a
24 result of this Agreement. Services may include, but not be limited to rent collection, property
25 maintenance and repairs.

26 B. The County shall be responsible to:

1 1. Provide Supportive Services to the residents of the 12 CoC Builds
2 funded units, in an amount that is equivalent to at least \$7,500 per CoC Builds funded unit per
3 year, \$90,000 annually.

4 2. Commence providing Supportive Services to the residents of CoC
5 Builds funded units upon 30 days after project completion and initial occupancy, which is
6 anticipated to begin July 2027.

7 3. Assign appropriate staff to participate in the planning and housing
8 development process with the Contractor.

9 4. Timely consider and approve all supportive housing applications
10 presented by the Contractor.

11 5. Report required supportive housing program information to HUD
12 and other identified funding sources, as related to any permanent supportive housing
13 developments as a result of this Agreement.

14 6. Upon request from the Contractor, provide all necessary or
15 relevant demographics information regarding the specified target populations to be served by
16 permanent supportive housing developments as a result of this Agreement.

17 7. Ensure there are an adequate number of eligible, certified tenant
18 referrals made to permanent supportive housing projects developed by the Contractor under
19 this Agreement. Such referrals must meet the tenant eligibility requirements established for any
20 given permanent supportive housing development as mandated by the funding source target
21 population definition and as determined by Fresno County's Behavioral Health Director or
22 designee, or by other funding sources, as applicable.

23 8. Ensure the commitment and coordination of the appropriate level
24 of case management or other types of supportive services are available on a timely basis to
25 meet the behavioral health needs for individuals of any permanent supportive housing projects
26 developed under this Agreement. These services will be voluntary and flexible and meet the
27 needs as determined by the individuals.

28 C. In collaboration, both County and Contractor shall be responsible to:

1 1. In the event a supportive housing program application is
2 completed by Contractor, that it be appropriately submitted to the applicable funding source and
3 meets all legal requirements. Additionally, if a supportive housing program application is
4 completed and submitted to a funding source, ensure all appropriate parties are informed of the
5 submittal, including the Fresno County Behavioral Health Board and Fresno County Board of
6 Supervisors.

7 2. In the event a supportive housing program application is funded,
8 County and Contractor shall work collaboratively to ensure all necessary documents, including
9 any MOU and/or other Agreements, are executed to establish the role of the FHA as the
10 qualified developer/borrower/property manager or any combination thereof, and to establish the
11 role of the COUNTY as the mental health supportive service provider, for any supportive
12 housing project funded.

13 **3. TERM**

14 This MOU shall commence on the Effective Date, and shall terminate on June 30, 2028.
15 This Agreement may be extended for two (2) additional consecutive twelve (12) month periods;
16 July 1, 2028 through June 30, 2029, and July 1, 2029 through June 30, 2030, upon the written
17 approval of both parties no later than sixty (60) days prior to the first day of the next twelve (12)
18 month extension period. The Department of Behavioral Health ("DBH") Director or their
19 designee is authorized to execute such written approval on behalf of County.

20 **4. TERMINATION**

21 A. Breach of Contract

22 Either party may immediately suspend or terminate this Agreement in whole or in
23 part, where in the determination by one of the partes there is:

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

28 B. Without Cause

1 This Agreement may be terminated by either of the parties as to their
2 involvement in this Agreement, upon the giving of a thirty (30) day advanced written notice of an
3 intention to terminate from one party to the other.

4 **5. COMPENSATION**

5 The services performed in accordance with the terms and conditions as stated in this
6 Agreement shall be performed without any monetary compensation by either party.

7 **6. MODIFICATION**

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

10 **7. 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
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,
15 servant, employee, joint venturer, partner, or associate of the County. Furthermore, County shall
16 have no right to control or supervise or direct the manner or method by which Contractor shall
17 perform its work and function. However, County shall retain the right to administer this
18 Agreement so as to verify that Contractor is performing its obligations in accordance with the
19 terms and conditions thereof.

20 Contractor and County shall comply with all applicable provisions of law and the rules
21 and regulations, if any, of governmental authorities having jurisdiction over matters which are
22 directly or indirectly the subject of this Agreement.

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

1 during the term of this Agreement, Contractor may be providing services to others unrelated to
2 the County or to this Agreement.

3 **8. NON-ASSIGNMENT**

4 Neither party shall assign, transfer or subcontract this Agreement nor their rights or
5 duties under this Agreement without the prior written consent of the other party with the
6 exception of an affiliate or limited partnership within a tax credit transaction

7 **9. NON-DISCRIMINATION**

8 During the performance of this Agreement Contractor shall not unlawfully discriminate against
9 any employee or applicant for employment, or recipient of services, because of race, religion,
10 color, national origin, ancestry, physical disability, medical condition, marital status, age or
11 gender, pursuant to all applicable State of California and Federal statutes and regulations.

12 **10. DISCLOSURE - CRIMINAL HISTORY AND CIVIL ACTIONS**

13 Contractor is required to disclose if any of the following conditions apply to them, their
14 owners, officers, corporate managers and partners:

15 A. Within the three-year period preceding the Agreement award, they have been
16 convicted of, or had a civil judgment rendered against them for:

- 17 1. Fraud or a criminal offense in connection with obtaining, attempting to
18 obtain, or performing a public transaction or contract under a public transaction;
- 19 2. Violation of a federal or state antitrust statute;
- 20 3. Embezzlement, theft, forgery, bribery, falsification, or destruction of
21 records; or
- 22 4. False statements or receipt of stolen property

23 B. Within a three-year period preceding this Agreement, they have had a public
24 transaction terminated for cause or default.

25 1.1 Disclosure of the above information will not automatically eliminate Contractor from
26 further business consideration. The information will be considered as part of the determination
27 of whether to continue and/or renew the contract and any additional information or explanation
28 that Contractor elects to submit with the disclosed information will be considered. If it is later

determined that the Contractor failed to disclose required information, any contract awarded to Contractor may be immediately voided and terminated for material failure to comply with the terms and conditions of the Agreement.

11. COMPLAINTS

For any complaint associated with this agreement, the Contractor shall log such complaints from a tenant residing at a permanent supportive housing development resulting from this Agreement. Contractor shall make available to County a copy of the complaint concerning any tenants in a format and timeframe that is mutually agreed upon by both parties. The Contractor shall provide details and attach documentation of each tenant complaint. The Contractor shall post signs at housing developments resulting from this Agreement that informs tenants of their right to file a complaint or grievance with the Contractor which is a component of the tenant's rights grievance procedure associated with each tenant's formal signed lease with the Contractor.

12. NOTICES

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

<u>COUNTY</u>	<u>CONTRACTOR</u>
Director, Department of Behavioral Health County of Fresno 1925 E Dakota Avenue Fresno, CA 93726	Chief Real Estate Officer Housing Authority of the City of Fresno, CA 1260 Fulton St. Fresno, CA 93721

Any and all notices between the County and the Contractor provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

Either party may change the information in this section by giving notice as provided above.

13. 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.

1 **14. HOLD HARMLESS**

2 Contractor agrees to indemnify, save, hold harmless, and at County's request, defend
3 the County, its officers, agents and employees from any and all costs and expenses, including
4 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
5 County in connection with the performance, or failure to perform, by Contractor, its officers,
6 agents or employees under this Agreement, and from any and all costs and expenses, including
7 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
8 any person, firm or corporation who may be injured or damaged by the performance, or failure
9 to perform, of Contractor, its officers, agents or employees under this Agreement. In addition,
10 Contractor agrees to indemnify County for Federal, State of California and/or local audit
11 exceptions resulting from noncompliance herein on the part of the Contractor.

12 County agrees to indemnify, save, hold harmless, and at Contractor's request, defend
13 the Contractor, its officers, agents and employees from any and all costs and expenses,
14 including attorney fees and court costs, damages, liabilities, claims and losses occurring or
15 resulting to Contractor in connection with the performance, or failure to perform, by County
16 and/or its officers, agents or employees under this Agreement and from any and all costs and
17 expenses, including attorney fees and court costs, damages liabilities, claims and losses
18 occurring or resulting to any person, firm or corporation who may be injured or damaged by the
19 performance, or failure to perform, of County and/or its officers, agents or employees under this
20 Agreement. In addition, County agrees to indemnify Contractor for Federal, State of California
21 and/or local audit exceptions resulting from noncompliance herein on the part of the County
22 and/or its contracted providers.

23 **15. INSURANCE**

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

28 A. Commercial General Liability

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

7 B. Automobile Liability

8 Comprehensive Automobile Liability Insurance with limits of not less than One Million
9 Dollars (\$1,000,000) per accident for bodily injury and for property damage. Coverage should
10 include owned and non-owned vehicles used in connection with this MOU.

11 C. Professional Liability

12 The Contractor does not anticipate employing any licensed professional staff (e.g. Ph.D., R.N.,
13 L.C.S.W., L.M.F.T.) to provide services. But if Contractor does employ any licensed
14 professional, Contractor will provide Professional Liability Insurance with limits of not less than
15 One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual
16 aggregate.

17 D. Worker's Compensation

18 A policy of Worker's Compensation Insurance as may be required by the California
19 Labor code.

20 Additional Requirements Relating to Insurance

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

1 Contractor hereby waives its right to recover from County, its officers, agents, and
2 employees any amounts paid by the policy of worker's compensation insurance required by this
3 Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may
4 be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation
5 under this paragraph is effective whether or not Contractor obtains such an endorsement.

6 Within thirty (30) days from the date Contractor signs this Agreement, Contractor
7 shall provide certificates of insurance and endorsements as stated above for all of the foregoing
8 policies, as required herein, to the **County of Fresno, Department of Behavioral Health, 1925**
9 **E. Dakota Avenue, Fresno CA. 93726, Attention: Staff Analyst - Housing**, stating that such
10 insurance coverages have been obtained and are in full force; that the County, its officers,
11 agents and employees will not be responsible for any premiums on the policies; that for such
12 worker's compensation insurance the Contractor has waived its right to recover from the
13 County, its officers, agents, and employees any amounts paid under the insurance policy and
14 that waiver does not invalidate the insurance policy; that such Commercial General Liability
15 insurance names the County, its officers, agents and employees, individually and collectively, as
16 additional insured, but only insofar as the operations under this Agreement are concerned; that
17 such coverage for additional insured shall apply as primary insurance and any other insurance,
18 or self-insurance, maintained by the County, its officers, agents and employees, shall be excess
19 only and not contributing with insurance provided under the Contractor's policies herein; and
20 that this insurance shall not be cancelled or changed without a minimum of thirty (30) days
21 advance, written notice given to County.

22 In the event Contractor fails to keep in effect at all times insurance coverage as
23 herein provided, the County may, in addition to other remedies it may have, suspend or
24 terminate this Agreement upon the occurrence of such event.

25 All policies shall be with admitted insurers licensed to do business in the State of
26 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc.
27 rating of A FSC VIII or better

28 **16. CONFIDENTIALITY**

1 Any service performed by Contractor under this Agreement shall be in strict
2 conformance with all applicable Federal, State of California (including the California Public
3 Records Act) and/or local laws and regulations relating to confidentiality.

4 **17. DATA SECURITY**

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

11 A. Contractor-Owned Mobile, Wireless, or Handheld Devices

12 Contractor may not connect to County networks via personally-owned mobile,
13 wireless or handheld devices, unless the following conditions are met:

- 14 1. Contractor has received authorization by County for telecommuting
15 purposes;
- 16 2. Current virus protection software is in place;
- 17 3. Mobile device has the remote wipe feature enabled; and
- 18 4. A secure connection is used.

19 B. FHA-Owned Computers or Computer Peripheral

20 Contractor may not bring Contractor-owned computers or computer peripherals into
21 the County for use without prior authorization from the County's Chief Information Officer, and/or
22 designee(s), including but not limited to mobile storage devices. If data is approved to be
23 transferred, data must be stored on a secure server approved by the County and transferred by
24 means of a Virtual Private Network (VPN) connection, or another type of secure connection.
25 Said data must be encrypted.

26 C. COUNTY-Owned Computer Equipment

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1 Contractor or anyone having an employment relationship with the County may not
2 use County computers or computer peripherals on non- County premises without prior
3 authorization from the County 's Chief Information Officer, and/or designee(s).

4 D. Contractor may not store County's private, confidential or sensitive data on any
5 hard-disk drive, portable storage device, or remote storage installation unless encrypted.

6 E. Contractor shall be responsible to employ strict controls to ensure the integrity
7 and security of County ' s confidential information and to prevent unauthorized access, viewing,
8 use or disclosure of data maintained in computer files, program documentation, data processing
9 systems, data files and data processing equipment which stores or processes County data
10 internally and externally.

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

14 G. Contractor is responsible to immediately notify County of any violations,
15 breaches or potential breaches of security related to County 's confidential information, data
16 maintained in computer files, program documentation, data processing systems, data files and
17 data processing equipment which stores or processes County data internally or externally.

18 H. County shall provide oversight to Contractor 's response to all incidents arising
19 from a possible breach of security related to County 's confidential client information provided to
20 Contractor. The Contractor will be responsible to issue any notification to affected individuals as
21 required by law or as deemed necessary by County in its sole discretion. Contractor will be
22 responsible for all costs incurred as a result of providing the required notification.

23 **18. AUDITS AND INSPECTIONS**

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

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

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

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

10 Only applicable if the Contractor is operating as a corporation (a for-profit or non-profit
11 corporation) or the Contractor changes its status to operate as a corporation during this
12 agreement.

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

21 **20. NON-EXCLUSIVE AGREEMENT**

22 No provisions of this Agreement shall preclude County from entering into other
23 agreements/MOU's with other parties for supportive housing related programs and services.

24 **21. GOVERNING LAWS**

25 The parties agree that for the purposes of venue, performance under this Agreement is
26 to be in Fresno County, California.

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

1 **22. AUTHORIZED SIGNATURE**

2 The Contractor represents and warrants to the County that:

3 A. The Contractor is duly authorized and empowered to sign and perform its
4 obligations under this Agreement.

5 B. The individual signing this Agreement on behalf of the Contractor is duly
6 authorized to do so and his or her signature on this Agreement legally binds the Contractor to
7 the terms of this Agreement.

8 **23. ELECTRONIC SIGNATURES**

9 The parties agree that this Agreement may be executed by electronic signature as
10 provided in this section.

11 A. An "electronic signature" means any symbol or process intended by an individual
12 signing this Agreement to represent their signature, including but not limited to (1) a digital
13 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
14 scanned and transmitted (for example by PDF document) version of an original handwritten
15 signature.

16 B. Each electronic signature affixed or attached to this Agreement (1) is deemed
17 equivalent to a valid original handwritten signature of the person signing this Agreement for all
18 purposes, including but not limited to evidentiary proof in any administrative or judicial
19 proceeding, and (2) has the same force and effect as the valid original handwritten signature of
20 that person.

21 C. The provisions of this section satisfy the requirements of Civil Code section
22 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2,
23 Title 2.5, beginning with section 1633.1).

24 D. Each party using a digital signature represents that it has undertaken and
25 satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
26 through (5), and agrees that each other party may rely upon that representation.

1 E. This Agreement is not conditioned upon the parties conducting the transactions
2 under it by electronic means and either party may sign this Agreement with an original
3 handwritten signature.

4 **24. COUNTERPARTS**

5 This Agreement may be signed in counterparts, each of which is an original, and all
6 of which together constitute this Agreement

7 **25. ENTIRE AGREEMENT**

8 This Agreement and all exhibits constitutes the entire Agreement between the
9 Contractor and County with respect to the subject matter hereof and supersedes all previous
10 Agreements negotiations, proposals, commitments, writings, advertisements, publications, and
11 understandings of any nature whatsoever unless expressly included in this Agreement

12 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2
3 Housing Authority of the City of Fresno, CA COUNTY OF FRESNO

4
5 *Tyrone Roderick Williams*
6 Tyrone Roderick Williams, CEO
7 1331 Fulton St.
8 Fresno, CA 93721

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

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

By: _____
Deputy

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11 For accounting use only:
12 Org No.:
13 Account No.:
14 Fund No.:
15 Subclass No.:

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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:	