

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated _____ and is between
3 Housing Authority of the City of Fresno, a California public body corporate and politic
4 ("Contractor"), whose address is 1331 Fulton Street, Fresno CA 93721, and the County of
5 Fresno, a political subdivision of the State of California ("County").

6 **Recitals**

7 County, through the Department of Social Services (DSS) receives allocation funding from
8 the California Department of Social Services (CDSS) to administer the California Work
9 Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP),
10 authorized by Senate Bill (SB) 855 (Chapter 29, Statutes of 2014). County, through DSS, also
11 receives allocation funding from CDSS to administer the Bringing Families Home (BFH)
12 program, authorized by Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016). Services
13 provided by Contractor under this Agreement shall be funded in part by both the CalWORKs
14 HSP and BFH Allocations.

15 A. County continues to have a significant population of homeless and housing insecure
16 families receiving DSS assistance in need of temporary housing and support services. DSS
17 requires a qualified Contractor with a suitable facility that can provide an apartment complex,
18 property management and onsite security services for this purpose.

19 B. County has partnered with Contractor for over forty (40) years to provide housing to
20 families referred by DSS and involved in DSS programs who are in need of temporary housing.
21 County desires to enter into an agreement with Contractor for exclusive use of the forty-four (44)
22 unit facility, also known as Sierra Terrace, to offer housing to County clients. Contractor has the
23 expertise and is willing and able to provide the facility and services pursuant to the terms and
24 conditions of this Agreement.

25 C. The purpose of this Agreement is to provide stable housing to DSS clients, who are
26 either receiving Child Welfare Family Reunification services or have a household member in
27 receipt of CalWORKs, as they develop a permanent housing plan and work to remove barriers

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1 to housing. Subject to the terms of this Agreement, Contractor will provide the forty-four (44)
2 units at Sierra Terrace for exclusive use by County and will provide property management
3 services.

4 The parties therefore agree as follows:

5 **Article 1**

6 **Contractor's Services**

7 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
8 Exhibit A to this Agreement, titled "Scope of Services," and pursuant to the staffing patterns and
9 program expenses detailed in Exhibit B, titled "Compensation."

10 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
11 able to perform all of the services provided in this Agreement.

12 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
13 applicable federal, state, and local laws and regulations in the performance of its obligations
14 under this Agreement, including but not limited to workers compensation, labor, and
15 confidentiality laws and regulations.

16 **Article 2**

17 **County's Responsibilities**

18 2.1 The County shall meet all obligations provided in Exhibit A to this Agreement, titled
19 "Scope of Services."

20 **Article 3**

21 **Compensation, Invoices, and Payments**

22 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
23 the performance of its services under this Agreement as described in Exhibit B to this
24 Agreement, titled "Compensation."

25 3.2 The services provided by the Contractor under this Agreement are funded in whole
26 or in part by the State of California and/or the United States Federal government. In the event
27 that funding for these services is delayed by the State Controller or the Federal government, the
28 County may defer payment to the Contractor. The amount of the deferred payment shall not

1 exceed the amount of funding delayed to the County. The period of time of the deferral by the
2 County shall not exceed the period of time of the State Controller's or Federal government's
3 delay of payment to County plus forty-five (45) days.

4 **3.3 Maximum Compensation.** In no event shall compensation paid for services
5 performed under this Agreement be in excess of Four Million, Seven Hundred Sixty-Seven
6 Thousand, Eight Hundred Ninety-Seven and no/100 (\$4,767,897) during the term of this
7 Agreement. For the period of July 1, 2026, through June 30, 2027, in no event shall
8 compensation paid for services performed under this Agreement be in excess of Nine Hundred
9 Eleven Thousand, Five Hundred Forty-Nine and no/100 dollars (\$911,549). For the period of
10 July 1, 2027, through June 30, 2028, in no event shall compensation paid for the services
11 performed under this Agreement be in excess of Nine Hundred Twenty-Two Thousand, Five
12 Hundred Thirty-Eight and no/100 (\$922,538). Subsequent years budgets will be determined on
13 an annual basis as mutually agreed upon between County and Contractor, dependent on the
14 available funds received by the State.

15 **3.4** The Contractor acknowledges that the County is a local government entity, and does
16 so with notice that the County's powers are limited by the California Constitution and by State
17 law, and with notice that the Contractor may receive compensation under this Agreement only
18 for services performed according to the terms of this Agreement and while this Agreement is in
19 effect, and subject to the maximum amount payable under this section. The Contractor further
20 acknowledges that County employees have no authority to pay the Contractor except as
21 expressly provided in this Agreement.

22 **3.5 Invoices.** The Contractor shall submit monthly invoices in attention to Staff Analyst
23 to: DSSInvoices@fresnocountyca.gov. The Contractor shall submit each invoice within 30 days
24 following the month in which expenses were incurred and services rendered, and in any case
25 within 60 days after the end of the term or termination of this Agreement. Contractor shall
26 submit invoices to the County each month reflecting services and expenditures with supporting
27 documentation, itemizing costs incurred in the previous month, along with supporting
28 documentation of costs. Failure to submit supporting documentation shall be deemed sufficient

1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**
6 Director of Department of Social Services
7 County of Fresno
8 P.O. Box 1912
9 Fresno, CA 93712

10 **For the Contractor:**
11 Chief Executive Officer
12 Housing Authority of the City of Fresno
13 1331 Fulton Street
14 Fresno, CA 93721

15 5.2 **Change of Contact Information.** Either party may change the information in section
16 5.1 by giving notice as provided in section 5.3.

17 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
18 for or permitted under this Agreement must be in writing, state that it is a notice provided under
19 this Agreement, and be delivered either by personal service, by first-class United States mail, by
20 an overnight commercial courier service, by telephonic facsimile transmission, or by a Portable
21 Document Format (PDF) document attached to an email.

22 (A) A notice delivered by personal service is effective upon service to the recipient.

23 (B) A notice delivered by first-class United States mail is effective three County
24 business days after deposit in the United States mail, postage prepaid, addressed to the
25 recipient.

26 (C) A notice delivered by an overnight commercial courier service is effective one
27 County business day after deposit with the overnight commercial courier service,
28 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document
attached to an email is effective when transmission to the recipient is completed (but, if
such transmission is completed outside of County business hours, then such delivery is

1 deemed to be effective at the next beginning of a County business day), provided that
2 the sender maintains a machine record of the completed transmission.

3 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
4 nothing in this Agreement establishes, waives, or modifies any claims presentation
5 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
6 of Title 1 of the Government Code, beginning with section 810).

7 **Article 6**

8 **Termination and Suspension**

9 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
10 contingent on the approval of funds by the appropriating government agency. If sufficient funds
11 are not allocated, then the County, upon at least 30 days' advance written notice to the
12 Contractor and payment to the Contractor for all services rendered as of the effective date of
13 such notice, may:

14 (A) Modify the services provided by the Contractor under this Agreement; or

15 (B) Terminate this Agreement.

16 **6.2 Termination for Breach.**

17 (A) Upon determining that a breach (as defined in paragraph (C) below) has
18 occurred, either party may give written notice of the breach to the other party. The
19 written notice may suspend performance under this Agreement, and must provide at
20 least 30 days for the breaching party to cure the breach.

21 (B) If the breaching party fails to cure the breach to the satisfaction of the other party
22 within the time stated in the written notice, the other party may terminate this Agreement
23 immediately.

24 (C) For purposes of this section, a breach occurs when either party has:

25 (1) Obtained or used funds illegally or improperly;

26 (2) Failed to comply with any part of this Agreement;

27 (3) Submitted a substantially incorrect or incomplete report; or

28 (4) Improperly performed any of its obligations under this Agreement.

1 **Article 8**

2 **Indemnity and Defense**

3 8.1 **Indemnity.** Each party (the “Indemnifying Party”) shall indemnify and hold harmless
4 and defend the other party, including its officers, agents, employees, and volunteers (the
5 “Indemnified Party”), against all claims, demands, injuries, damages, costs, expenses (including
6 attorney fees and costs), fines, penalties, and liabilities (collectively, “Claims”) of any kind to the
7 County, the Contractor, or any third party that arise from or relate to the performance or failure
8 to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under
9 this Agreement. The Indemnifying Party may conduct or participate in its own defense without
10 affecting the Indemnified Party’s obligation to indemnify and hold harmless or defend the
11 Indemnified Party. The obligations of the Indemnifying Party shall not apply to Claims caused
12 solely by the negligence or willful misconduct of the Indemnified Party.

13 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

14 **Article 9**

15 **Insurance**

16 9.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this
17 Agreement.

18 **Article 10**

19 **Inspections, Audits, Record Maintenance, and Public Records**

20 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
21 the County may examine at any time during business hours and as often as the County deems
22 necessary, all of the Contractor’s records and data with respect to the matters covered by this
23 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
24 request by the County, permit the County to audit and inspect all of such records and data to
25 ensure the Contractor’s compliance with the terms of this Agreement.

26 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
27 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
28 California State Auditor, as provided in Government Code section 8546.7, for a period of three

1 years after final payment under this Agreement. This section survives the termination of this
2 Agreement.

3 **10.3 Single Audit Clause.** If Contractor expends One Million Dollars (\$1,000,000) or
4 more in Federal and Federal flow-through monies annually, Contractor agrees to conduct an
5 annual audit in accordance with the requirements of the Single Audit Standards as set forth in
6 Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200.
7 Contractor shall submit said audit and management letter to County. The audit must include a
8 statement of findings or a statement that there were no findings. If there were negative findings,
9 Contractor must include a corrective action signed by an authorized individual. Contractor
10 agrees to take action to correct any material non-compliance or weakness found as a result of
11 such audit. Such audit shall be delivered to County's DSS, Administration, for review within nine
12 (9) months of the end of any fiscal year in which funds were expended and/or received for the
13 program. Failure to perform the requisite audit functions as required by this Agreement may
14 result in County performing the necessary audit tasks, or at County's option, contracting with a
15 public accountant to perform said audit, or, may result in the inability of County to enter into
16 future agreements with Contractor. All audit costs related to this Agreement are the sole
17 responsibility of Contractor.

18 **10.4 Program Audit Requirements.** A single audit report is not applicable if all
19 Contractor's Federal contracts do not exceed the One Million Dollars (\$1,000,000) requirement
20 or Contractor's funding is through Drug related Medi-Cal. If a single audit is not applicable, a
21 program audit must be performed and a program audit report with management letter shall be
22 submitted by Contractor to County as a minimum requirement to attest to Contractor's solvency.
23 Said audit report shall be delivered to County's DSS, Administration, for review no later than
24 nine (9) months after the close of the fiscal year in which the funds supplied through this
25 Agreement are expended. Failure to comply with this Act may result in County performing the
26 necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit
27 costs related to this Agreement are the sole responsibility of Contractor who agrees to take
28 corrective action to eliminate any material noncompliance or weakness found as a result of such

1 audit. Audit work performed by County under this paragraph shall be billed to the Contractor at
2 County cost, as determined by County's Auditor-Controller/Treasurer-Tax Collector.

3 **10.5 Record Establishment and Maintenance.** Contractor shall establish and maintain
4 records in accordance with those requirements prescribed by County, with respect to all matters
5 covered by this Agreement. Contractor shall retain all fiscal books, account records and client
6 files for services performed under this Agreement for at least five (5) years from date of final
7 payment under this Agreement or until all State and Federal audits are completed for that fiscal
8 year, whichever is later.

9 (A) Cost Documentation. Contractor agrees to maintain records to verify costs under
10 this Agreement including a General Ledger, properly executed payrolls, time records,
11 invoices, vouchers, orders, proof of payment, and any other accounting documents
12 pertaining in whole or in part to this Agreement and they shall be clearly identified and
13 readily accessible. The support documentation must indicate the line budget account
14 number to which the cost is charged.

15 (B) Service Documentation. Contractor agrees to maintain records to verify services
16 under this Agreement including names and addresses of clients served, if applicable,
17 and the dates of service and a description of services provided on each occasion. These
18 records and any other documents pertaining in whole or in part to this Agreement shall
19 be clearly identified and readily accessible.

20 (C) County shall notify Contractor in writing within thirty (30) days of any potential
21 State or Federal audit exception discovered during an examination. Where findings
22 indicate that program requirements are not being met and State or Federal participation
23 in this program may be imperiled in the event that corrections are not accomplished by
24 Contractor within thirty (30) days of receipt of such notice from County, written
25 notification thereof shall constitute County's intent to terminate this Agreement.

26 **10.6 Public Records.** The County is not limited in any manner with respect to its public
27 disclosure of this Agreement or any record or data that the Contractor may provide to the

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1 County. The County's public disclosure of this Agreement or any record or data that the
2 Contractor may provide to the County may include but is not limited to the following:

3 (A) The County may voluntarily, or upon request by any member of the public or
4 governmental agency, disclose this Agreement to the public or such governmental
5 agency.

6 (B) The County may voluntarily, or upon request by any member of the public or
7 governmental agency, disclose to the public or such governmental agency any record or
8 data that the Contractor may provide to the County, unless such disclosure is prohibited
9 by court order.

10 (C) This Agreement, and any record or data that the Contractor may provide to the
11 County, is subject to public disclosure under the Ralph M. Brown Act (California
12 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

13 (D) This Agreement, and any record or data that the Contractor may provide to the
14 County, is subject to public disclosure as a public record under the California Public
15 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
16 with section 6250) ("CPRA").

17 (E) This Agreement, and any record or data that the Contractor may provide to the
18 County, is subject to public disclosure as information concerning the conduct of the
19 people's business of the State of California under California Constitution, Article 1,
20 section 3, subdivision (b).

21 (F) Any marking of confidentiality or restricted access upon or otherwise made with
22 respect to any record or data that the Contractor may provide to the County shall be
23 disregarded and have no effect on the County's right or duty to disclose to the public or
24 governmental agency any such record or data.

25 (G) Notwithstanding sections A-F above, any information protected by law shall not
26 be subject to public disclosure.

27 **10.7 Public Records Act Requests.** If the County receives a written or oral request
28 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,

1 and which the County has a right, under any provision of this Agreement or applicable law, to
2 possess or control, then the County may demand, in writing, that the Contractor deliver to the
3 County, for purposes of public disclosure, the requested records that may be in the possession
4 or control of the Contractor. Within five business days after the County's demand, the
5 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
6 possession or control, together with a written statement that the Contractor, after conducting a
7 diligent search, has produced all requested records that are in the Contractor's possession or
8 control, or (b) provide to the County a written statement that the Contractor, after conducting a
9 diligent search, does not possess or control any of the requested records. The Contractor shall
10 cooperate with the County with respect to any County demand for such records. If the
11 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
12 CPRA or other applicable law, it must deliver the record or data to the County and assert the
13 exemption by citation to specific legal authority within the written statement that it provides to
14 the County under this section. The Contractor's assertion of any exemption from disclosure is
15 not binding on the County, but the County will give at least 10 days' advance written notice to
16 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
17 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
18 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
19 failure to produce any such records, or failure to cooperate with the County with respect to any
20 County demand for any such records.

21 **Article 11**

22 **Disclosure of Self-Dealing Transactions and Conflict of Interest**

23 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
24 or changes its status to operate as a corporation.

25 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
26 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
27 "Self-Dealing Transaction Disclosure Form" (Exhibit D to this Agreement) and submitting it to
28 the County before commencing the transaction or immediately after.

1 (B) No person shall publish or disclose or permit or cause to be published or
2 disclosed any list of persons receiving public social services, except as is provided by
3 law.

4 (C) No person shall publish, disclose, or use, or permit or cause to be published,
5 disclosed, or used any confidential information pertaining to an applicant or recipient,
6 except as is provided by laws.

7 (D) Contractor shall inform all of its employees, agents, officers and subcontractors
8 of the above provisions and that any person knowingly and intentionally violating such
9 provisions is guilty of a misdemeanor.

10 (E) In addition, Contractor, its employees, agents, and officers shall comply, and
11 require all of its subcontractors to comply, with (1) the DHCS Medi-Cal Privacy and
12 Security Agreement between the California DHCS and the County of Fresno that is then
13 in effect, and (2) the Privacy and Security Agreement between the CDSS and the
14 County of Fresno that is then in effect, both of which together shall be referred to in this
15 section as “the Agreements” and are incorporated herein by this reference. The current
16 versions of both the DHCS and CDSS Privacy and Security agreements are available
17 upon request or can be viewed at: <http://www.co.fresno.ca.us/MediCalPrivacy/>.

18 Contractor shall insure that all personally identifiable information (PII), as defined in the
19 Agreements, concerning program recipients shall be kept confidential and shall not be
20 opened to examination, publicized, disclosed, or used for any purpose not directly
21 connected with the administration of the program. Contractor shall use appropriate
22 administrative, physical, and technical safeguards to protect PII, as set forth in the
23 Agreements. Upon discovery of a breach, security incident, intrusion, or unauthorized
24 access, use, or disclosure of PII, Contractor shall immediately report the incident to the
25 County by calling (559) 600-2300 or emailing the privacy mailbox at
26 dssprivacyincident@fresnocountyca.gov. Contractor shall certify that all employees,
27 agents, officers and subcontractors have received privacy and security training before

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1 accessing any PII and have received refresher training annually, as required by the
2 Agreements.

3 **Article 13**

4 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-**
5 **Lower Tier Covered Transactions.**

6 13.1 County and Contractor recognize that Contractor is a recipient of State or Federal
7 assistance funds under the terms of this Agreement. By signing this Agreement, Contractor
8 agrees to comply with applicable Federal suspension and debarment regulations, including but
9 not limited to: 7 CFR 3016.35, 29 CRF 97.35, 45 CFR 92.35, and Executive Order 12549. By
10 signing this Agreement, Contractor attests to the best of its knowledge and belief, that it and its
11 principals:

12 (A) Are not presently debarred, suspended, proposed for debarment, declared
13 ineligible, or voluntarily excluded from participation in this transaction by any Federal
14 department or agency; and

15 (B) Shall not knowingly enter into any lower tier covered transaction with an entity or
16 person who is debarred, suspended, proposed for debarment, declared ineligible, or
17 voluntarily excluded from participation in this transaction by any Federal department or
18 agency.

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

23 13.2 Contractor shall include a clause titled "Certification Regarding Debarment,
24 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and
25 similar in nature to this Article Thirteen (13) in all lower tier covered transactions and in all
26 solicitations for lower tier covered transactions.

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1 13.3 Contractor shall, prior to soliciting or purchasing goods and services in excess of
2 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and
3 debarment status at <https://sam.gov/SAM/>.

4 13.4 The certification in Article Thirteen (13) of this Agreement is a material representation
5 of fact upon which County relied in entering into this Agreement.

6 **Article 14**

7 **General Terms**

8 14.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
9 Agreement may not be modified, and no waiver is effective, except by written consent by both
10 parties. The Contractor acknowledges that County employees have no authority to modify this
11 Agreement except as expressly provided in this Agreement.

12 (A) Changes to line items in the Exhibit B, Compensation, in an amount not to
13 exceed 10% of the maximum annual compensation payable to the Contractor may be
14 made with the written approval of County's DSS Director or their designee. Said
15 modifications shall not result in any changes to the maximum compensation amount
16 payable to Contractor, as stated in this Agreement.

17 (B) Contractor agrees that reductions to the maximum compensation set forth under
18 Article Three (3) of this Agreement may be necessitated by a reduction in funding from
19 State or Federal sources. Any such reduction to the maximum compensation may be
20 made with the written approval of County's DSS Director or their designee and
21 Contractor. Contractor further understands that this Agreement is subject to any
22 restriction, limitations, or enactments of all legislative bodies which affect the provisions,
23 term, or funding of this Agreement in any manner. If the parties do not provide written
24 approval for modification due to reduced funding, this Agreement may be terminated in
25 accordance with Section 6.1 above.

26 14.2 **Contractor's Name Change.** An amendment, assignment, or new agreement is
27 required to change the name of Contractor as listed on this Agreement. Upon receipt of legal

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1 documentation of the name change, County will process the agreement. Payment of invoices
2 presented with a new name cannot be paid prior to approval of said agreement.

3 14.3 **Public Information.** Contractor shall disclose County as a funding source in all
4 public information and program materials developed in support of contracted services.

5 14.4 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
6 under this Agreement without the prior written consent of the other party. Any transferee,
7 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all
8 applicable State and Federal regulations. Contractor shall be held primarily responsible by
9 County for the performance of any transferee, assignee or subcontractor unless otherwise
10 expressly agreed to in writing by County. The use of subcontractor by Contractor shall not
11 entitle Contractor to any additional compensation than provided for under this Agreement.

12 14.5 **Governing Law.** The laws of the State of California govern all matters arising from
13 or related to this Agreement.

14 14.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
15 County, California. Contractor consents to California jurisdiction for actions arising from or
16 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
17 brought and maintained in Fresno County.

18 14.7 **Construction.** The final form of this Agreement is the result of the parties' combined
19 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
20 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
21 against either party.

22 14.8 **Days.** Unless otherwise specified, "days" means calendar days.

23 14.9 **Headings.** The headings and section titles in this Agreement are for convenience
24 only and are not part of this Agreement.

25 14.10 **Severability.** If anything in this Agreement is found by a court of competent
26 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
27 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of

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1 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
2 intent.

3 **14.11 Nondiscrimination.** During the performance of this Agreement, the Contractor shall
4 not unlawfully discriminate against any employee or applicant for employment, or recipient of
5 services, because of race, religious creed, color, national origin, ancestry, physical disability,
6 mental disability, medical condition, genetic information, marital status, sex, gender, gender
7 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
8 all applicable State of California and federal statutes and regulation.

9 (A) Domestic Partners and Gender Identity. For State fund-funded contracts of
10 \$100,000 or more, Contractor certifies that it complies with Public Contract Code Section
11 10295.3.

12 (B) Americans with Disabilities Act. Contractor shall comply with the Americans with
13 Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as
14 well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C.
15 12101 et seq.).

16 (C) Contractor shall include the non-discrimination and compliance provisions of this
17 section in all subcontracts to perform work under this Agreement.

18 **14.12 Limited English Proficiency.** Contractor shall provide interpreting and translation
19 services to persons participating in Contractor's services who have limited or no English
20 language proficiency, including services to persons who are deaf or blind. Interpreter and
21 translation services shall be provided as necessary to allow such participants meaningful
22 access to the programs, services and benefits provided by Contractor. Interpreter and
23 translation services, including translation of Contractor's "vital documents" (those documents
24 that contain information that is critical for accessing Contractor's services or are required by law)
25 shall be provided to participants at no cost to the participant. Contractor shall ensure that any
26 employees, agents, subcontractors, or partners who interpret or translate for a program
27 participant, or who directly communicate with a program participant in a language other than

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1 English, demonstrate proficiency in the participant’s language and can effectively communicate
2 any specialized terms and concepts peculiar to contractor’s services.

3 **14.13 Drug-Free Workplace Requirements.** For purposes of this paragraph, Contractor
4 will be referred to as the “grantee”. By drawing funds against this grant award, the grantee is
5 providing the certification that it is required by regulations implementing the Drug-Free
6 Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by
7 grantees that they will maintain a drug-free workplace. False certification or violation of the
8 certification shall be grounds for suspension of payments, suspension or termination of grants,
9 or government wide suspension or debarment. Contractor shall also comply with the
10 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section
11 8350 et seq.).

12 **14.14 Grievances.** Contractor shall establish procedures for handling client complaints
13 and/or grievances. Such procedures will include provisions for informing clients of their rights to
14 a State Hearing to resolve such issues when appropriate.

15 **14.15 Lobbying and Political Activity.** None of the funds provided under this Agreement
16 shall be used for publicity, lobbying or propaganda purposes designed to support or defeat
17 legislation pending in the Congress of the United States of America or the Legislature of the
18 State of California. Contractor shall not directly or indirectly use any of the funds under this
19 Agreement for any political activity or to further the election or defeat of any candidate for public
20 office.

21 **14.16 Clean Air Act and the Federal Water Pollution Control Act.** If the compensation
22 to be paid by the County under this Agreement exceeds One Hundred Fifty Thousand and
23 No/100 Dollars (\$150,000) of Federal funding, Contractor agrees to comply with all applicable
24 standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q)
25 and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations
26 must be reported to the Federal awarding agency and the Regional Office of the Environmental
27 Protection Agency (EPA).

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1 14.17 **Procurement of Recovered Materials.** If compensation to be paid by the County
2 under this Agreement is funded in whole or in part with Federal funding, In the performance of
3 this Agreement, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as
4 amended by the Resource Conservation and Recovery Act. The requirements of Section 6002
5 include procuring only items designated in guidelines of the Environmental Protection Agency
6 (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials
7 practicable, consistent with maintaining a satisfactory level of competition, where the purchase
8 price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding
9 fiscal year exceeded \$10,000; procuring solid waste management services in a manner that
10 maximizes energy and resource recovery; and establishing an affirmative procurement program
11 for procurement of recovered materials identified in the EPA guidelines.

12 14.18 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
13 of the Contractor under this Agreement on any one or more occasions is not a waiver of
14 performance of any continuing or other obligation of the Contractor and does not prohibit
15 enforcement by the County of any obligation on any other occasion.

16 14.19 **Child Support Compliance Act.** If compensation to be paid by the County under
17 this Agreement includes State funding in excess of \$100,000, the Contractor acknowledges in
18 accordance with Public Contract Code 7110, that:

19 (A) Contractor recognizes the importance of child and family support obligations and
20 shall fully comply with all applicable state and federal laws relating to child and family
21 support enforcement, including, but not limited to, disclosure of information and
22 compliance with earnings assignment orders, as provided in Chapter 8 (commencing
23 with section 5200) of Part 5 of Division 9 of the Family Code; and

24 (B) Contractor to the best of its knowledge is fully complying with the earnings
25 assignment orders of all employees and is providing the names of all new employees to
26 the New Hire Registry maintained by the California Employment Development
27 Department.

28 ///

1 14.20 **Priority Hiring Considerations.** If compensation to be paid by the County under this
2 Agreement includes State funding and services in excess of \$200,000, Contractor shall give
3 priority consideration in filling vacancies in positions funded by the Agreement to qualified
4 recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public
5 Contract Code Section 10353.

6 14.21 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
7 between the Contractor and the County with respect to the subject matter of this Agreement,
8 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
9 publications, and understandings of any nature unless those things are expressly included in
10 this Agreement. If there is any inconsistency between the terms of this Agreement without its
11 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
12 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
13 exhibits.

14 14.22 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
15 create any rights or obligations for any person or entity except for the parties.

16 14.23 **Authorized Signature.** The Contractor represents and warrants to the County that:

17 (A) The Contractor is duly authorized and empowered to sign and perform its
18 obligations under this Agreement.

19 (B) The individual signing this Agreement on behalf of the Contractor is duly
20 authorized to do so and his or her signature on this Agreement legally binds the
21 Contractor to the terms of this Agreement.

22 14.24 **Electronic Signatures.** The parties agree that this Agreement may be executed by
23 electronic signature as provided in this section.

24 (A) An “electronic signature” means any symbol or process intended by an individual
25 signing this Agreement to represent their signature, including but not limited to (1) a
26 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
27 electronically scanned and transmitted (for example by PDF document) version of an
28 original handwritten signature.

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

6 (C) The provisions of this section satisfy the requirements of Civil Code section
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
8 Part 2, Title 2.5, beginning with section 1633.1).

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

13 (E) This Agreement is not conditioned upon the parties conducting the transactions
14 under it by electronic means and either party may sign this Agreement with an original
15 handwritten signature.

16 14.25 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
17 original, and all of which together constitute this Agreement.

18 [SIGNATURE PAGE FOLLOWS]
19
20
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Housing Authority of the City of Fresno

County of Fresno

3 *Michael Duarte*

4
5 Michael Duarte, Deputy Executive Director

Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

6 1331 Fulton Street
7 Fresno, CA 93721

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

9
10 By: _____
Deputy

11 For accounting use only:

12 Org No.: 56107001
13 Account No.: 7870
14 Fund No.: 0001
15 Subclass No.: 10000
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Exhibit A

SCOPE OF SERVICES

ORGANIZATION: Housing Authority of the City of Fresno

SERVICES: Master Leased Housing at Sierra Terrace

ADDRESS: 1331 Fulton St, Fresno, CA 93721

TELEPHONE: 559-513-5848

CONTACT: Michael Duarte, Deputy Executive Director

CONTRACT PERIOD: JULY 1, 2026 - JUNE 30, 2027 (Base)
JULY 1, 2027 - JUNE 30, 2028 (Base)
JULY 1, 2028 - JUNE 30, 2029 (Optional)
JULY 1, 2029 - JUNE 30, 2030 (Optional)
JULY 1, 2030 - JUNE 30, 2031 (Optional)

I. SERVICE DESCRIPTION

Housing Authority of the City of Fresno (Contractor) will provide a 44-unit apartment complex (Sierra Terrace), located at 937 Klette Ave, Fresno, CA 93721, with six 1-bedroom units, fourteen 2-bedroom units, eighteen 3-bedroom units, five 4-bedroom units, and one 5-bedroom unit for the exclusive use of the County. The Contractor will provide all property management services at Sierra Terrace. The units will be made available by referral to clients of the County of Fresno Department of Social Services (DSS) in need of stable, temporary housing while they work on developing a permanent housing plan and work to remove barriers to that plan.

This master lease agreement will operate in conjunction with on-site DSS rapid rehousing staff. Rapid rehousing (RRH) is designed to assist homeless families to quickly exit homelessness and return to permanent housing. The core components of a rapid rehousing program are: 1) housing identification, 2) rent and move-in assistance, and 3) case management.

II. CONTRACTOR RESPONSIBILITIES

Contractor shall:

1. Make available a maximum of 44 dwelling units at the service location indicated above for the provision of transitional housing and related services for families referred by DSS.
2. Manage the day-to-day operations of the property which may include, but not be limited to:
 - a. Providing onsite staff during regular business hours to respond to the needs of the residents.
 - i. Provide routine maintenance checks and services of units to address pest control issues or identify items that need attention.
 - ii. Provide maintenance services to the property as needed.
 - iii. Conduct move-in inspections.
 - iv. Conduct move-out inspections to determine work needed.

Exhibit A

3. Develop and enter into month-to-month leases, license agreement or similar agreement (“Household Agreement”) with each household. Households will pay a portion of their rent and utilities based on their income. The share of cost calculation is to be determined by the on-site RRH staff and provided to the Contractor for inclusion on the client Household Agreement. Contractor shall amend all Household Agreements quarterly, and as necessary, to accurately reflect each household’s share of cost. DSS will be responsible for the remaining rent and utilities costs, including uncollected rent and utilities costs, for each unit.
4. Consider a lease to be broken by the client, and engage in official removal from the unit, after the following has occurred:
 - a. Non-payment of tenant-owed rent;
 - b. Non-participation in the RRH program as determined by the RRH provider; and,
 - c. Full loss of eligibility to the funding sources identified for this agreement.
5. Follow the agreed upon process for removal of a client as noted in Section IV.
6. Provide all office space located at the service site to DSS staff providing RRH services.
7. Provide an on-site fee for service laundry facility available to all residents of the apartment complex.
8. Replace mattresses when a need is identified and mutually agreed upon with DSS staff prior to replacement and subject to availability of funds in the budget.
9. Security services will be mutually agreed upon by the Contractor and DSS and charged according to the agreed upon service provision. Services may be reassessed and revisited twice per fiscal year as initiated by Contractor at any time after the first quarter of the fiscal year to determine the appropriate level of services needed for the property.
 - a. For the first quarter of this agreement, Contractor shall provide security services seven (7) days a week as defined by 1.) from 4:00 am to 9:00 pm security will conduct five (5) walk through perimeter checks throughout the day; 2.) between 10:00 pm to 3:00 am security personnel will be onsite, as mutually agreed upon by DSS and Contractor. Services shall be provided in this manner until reassessed.
10. With the County’s assistance, sign up for the Landlord Mitigation fund to pay for excessive damages to units, if it occurs. The Landlord Mitigation Fund is funded by the County and Fresno Madera Continuum of Care and is currently provided through RH Community Builders.
 - a. The order of payment for excessive damages shall be: client security deposits, excessive damages fund, landlord mitigation fund.
11. Provide information to DSS on apartment availability, as mutually agreed upon with DSS staff. Upon resident move out, units shall be turned over for the next resident as expeditiously as possible, or as mutually agreed upon by both Contractor and DSS. If a unit is uninhabitable or unavailable for occupancy for more than 21 business days, Contractor will not invoice DSS for any days beyond the 21st day until the unit becomes available. Contractor may request an extension from DSS for up to nine (9) additional business days when a unit is not expected to be ready for the next tenant within the 21-business day expectation due to extensive damage caused by the previous tenant. Requests must contain photographic documentation of the condition of the unit when submitting the request for an extension. Contractor will be expected to utilize the Landlord Mitigation Fund for any situation that may delay the process of turning over a unit to remain in compliance with the 21-business day expectation.

Exhibit A

12. Meet with DSS staff monthly, or as often as needed, for service coordination, problem/issue resolution, information sharing, training, and review and monitoring of services.
13. Provide annual Civil Rights training to all staff that provide direct services to clients at the beginning of every calendar year and provide verification of training completion to DSS by April 1. DSS will provide documents needed for annual training and reporting.

Contractor shall understand that the project is evolving. Contractor shall work closely with DSS and the RRH provider to develop program guidelines and revise as needed.

III. DSS RESPONSIBILITIES

To serve as an effective partner, DSS will:

1. Establish program admittance criteria and determine length of participant stay.
2. Manage incoming referrals for housing at Sierra Terrace and refer clients for housing.
3. Work with Contractor to reassess security services as needed to determine the appropriate level of service needed at the property.
4. Work with Contractor to develop program guidelines and revise as needed.
5. Make unannounced inspections to determine Contractor's performance.
6. Conduct any housing inspections as required by Department programs.
7. Contractor and DSS may jointly inspect and assess twice annually the condition of mattresses and establish a feasible schedule for replacement.
8. Meet with Contractor monthly, or as often as needed, for service coordination, problem/issue resolution, information sharing, training, and review and monitoring of services.
9. Provide documents needed for annual training and reporting to Contractor.
10. Assist Contractor to sign up for the Landlord Mitigation fund to pay for excessive damages to units. The Landlord Mitigation Fund is funded by the County and Fresno Madera Continuum of Care and is currently provided through RH Community Builders.
11. DSS and/or the RRH vendor shall determine the share of costs of rent and utilities, which shall be paid by participants, and provide to the Contractor for inclusion on the client Household Agreement no later than the 20th of second prior month of the effective month. Any adjustments received after the 20th shall become effective on the first (1st) day of the third month following notice. Any credits or debits owed back to DSS as a result of such adjustments shall be reconciled in that third month. DSS and/or the RRH vendor shall provide desired changes to participant shared costs on a quarterly basis or as needed to Contractor to amend all Household Agreements accordingly. DSS will be responsible for the remaining rent and utilities costs, including uncollected rent and utilities costs, for each occupied and vacant/available unit.

IV. REMOVAL PROCESS

Contractor and DSS shall adhere to the following process for the removal of a client due to non-payment of rent:

1. Contractor will notify RRH Case Manager of all tenants with unpaid rent by the third calendar day of each month.
 - a. If the third falls on a non-working day*, Contractor will provide this notification to DSS on the immediate working day closest to the third calendar day but after the first calendar day (e.g. the second calendar day of the month falls on a Friday where the Contractor is closed for business, and the third calendar day of the month falls on a Saturday; notification will be given to DSS on the Monday following the third calendar day).
2. RRH Case Manager will contact clients with outstanding rent and:

Exhibit A

- a. Determine if a financial hardship has occurred and adjust share of cost as necessary; or,
 - b. Assist the client in establishing an arrangement with Contractor to pay rent in full.
3. RRH Case Manager will notify Contractor no later than the tenth calendar day of the month if a payment arrangement will be established or if a hardship will be approved.
4. If a payment arrangement is not established, and a hardship is not approved, Contractor shall issue a 30-business day** notice to pay or quit to the client on the eleventh calendar day of the month.
 - a. If the eleventh calendar day falls on a non-working day, Contractor will issue the notice to the client on the immediate working day following the eleventh calendar day of the month.
5. Contractor shall send the client's file to the Attorney's office on the first working day following the expiration of the 30-business day notice for filing of Unlawful Detainer documents.
 - a. If Unlawful Detainer documents are served to the client in person, client will have 10 court days from the date the documents are served to file a response.
 - b. If served by substituted service, by posting on client's unit, or by mail, the client is entitled to up to 20 court days to file a response.
 - c. Contractor does not need to secure a monetary judgment as part of the Unlawful Detainer as all fees and unpaid rent will be covered by DSS once the client has vacated the unit.
6. If response is not filed with the court, the Attorney will request default judgement to receive Writ of Possession.
7. If the client files a response, Contractor and Client will be scheduled to appear in court on a date based on availability of the court and both parties.
8. Contractor shall inform DSS of the outcome of the court appearance within one working day.
 - a. If Writ of Possession is granted, Contractor shall notify DSS once the lock out date has been scheduled by the Sheriff's Department.
9. Contractor shall include all court documentation and past-due rent ledgers in the invoice of the month that the client vacates the unit (e.g. client vacates the unit December 29th; Contractor shall include all legal fees and past due rent in the invoice for December).

Contractor and DSS shall adhere to the following process for the removal of a client due to loss of funding eligibility or refusal to participate in RRH program:

1. Loss of funding eligibility:
 - a. RRH Case Manager will notify Contractor immediately upon learning of the loss of funding eligibility.
2. Refusal to participate in RRH program:
 - a. RRH Case Manager will notify Contractor immediately upon making determination that client will no longer continue participating with the program.
 - i. RRH Provider will be responsible to establish the process by which this determination is made.
3. Contractor shall issue a 30-business day notice to vacate to the client within no more than one working day from receiving notification from RRH Case Manager.
 - a. If the notice is issued due to a loss of funding eligibility, RRH Case Manager will notify Contractor immediately if the funding eligibility is restored so the notice may be rescinded.

Exhibit A

4. Contractor shall send the client's file to the Attorney's office on the first working day following the expiration of the 30-business day notice for filing of Unlawful Detainer documents.
 - a. If Unlawful Detainer documents are served to client in person, client will have 10 court days from the date the documents are served to file a response.
 - b. If served by substituted service, by posting on client's unit, or by mail, the client is entitled to up to 20 court days to file a response.
 - c. Contractor may secure a monetary judgment as part of the Unlawful Detainer for removal based on loss in eligibility to funding as all fees and unpaid rent may not be covered by DSS once the client has vacated the unit.
5. If response is not filed with the court, the Attorney will request default judgement to receive Writ of Possession.
6. If the client files a response, Contractor and Client will be scheduled to appear in court on a date based on availability of the court and both parties.
7. Contractor shall inform DSS of the outcome of the court appearance within one working day.
 - a. If Writ of Possession is granted, Contractor shall notify DSS once the lock out date has been scheduled by the Sheriff's Department.
8. Contractor shall include all court documentation and past-due rent ledgers in the invoice of the month that the client vacates the unit (e.g. client vacates the unit December 29th; Contractor shall include all legal fees and past due rent in the invoice for December).
 - a. Contractor shall not invoice for any Unlawful Detainer filings where a monetary judgment is included.

*A working day is defined as a day where the referenced party is open for general operations.

**A business day is defined as a general operations day excluding weekends and public holidays and not specific to either party.

V. PERFORMANCE OUTCOMES

Contractor shall provide complete and accurate monthly activity reports to the County of Fresno, in a report format approved by the County within 30 days for services rendered in the previous month.

Contractor shall meet the following expectations:

Expectations:

- Provide notification of vacant units to RRH provider within one (1) business day of the unit being vacated by the client.
- Units shall be turned over for the next resident as expeditiously as possible, or as mutually agreed upon by both Contractor and DSS.
 - If a unit is expected to be uninhabitable or unavailable for occupancy for more than 21 business days, Contractor will notify County, listing the reason for the delay.
 - Requests for extensions up to nine (9) additional business days may be requested with photographic documentation to support the request.
- Provide a weekly vacancy log to DSS identifying the following data points:
 - Date client vacated unit
 - Date unit was turned over to Maintenance
 - Date unit was made suitable for housing
 - Date referral was received from RRH provider

Exhibit A

- Date Background Check was initiated
- Length of time unit remained uninhabitable

Exhibit B

COMPENSATION

The Subrecipient will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Subrecipient is not entitled to any compensation except as expressly provided in this Exhibit B.

BUDGET SUMMARY

ORGANIZATION: Housing Authority of the City of Fresno
SERVICES: Master Leased Housing at Sierra Terrace
FISCAL YEAR: JULY 1, 2026 - JUNE 30, 2027
TERM TOTAL: \$911,549

Budget Categories

Amount

Unit Costs

<u>Bedroom Size</u>	Total Units	Cost Per Unit	Total Cost
1 Bedroom	6	\$ 1,071	\$ 77,112
2 Bedroom	14	\$ 1,376	\$ 231,168
3 Bedroom	18	\$ 1,575	\$ 340,200
4 Bedroom	5	\$ 1,680	\$ 100,800
5 Bedroom	1	\$ 1,764	\$ 21,168
		Minimum Rent Collected from Residents	\$ (150,000)

Subtotal \$ **620,448**

Operations

Security Deposits	\$ 18,300
Utilities	\$ 105,000
Legal Costs	\$ 7,500
Security Services	\$ 65,000
Office Space	\$ 53,020
Bed Reserves	\$ 20,000
Excessive Damages	\$ 22,281

Subtotal \$ **291,101**

Total \$ **911,549**

Exhibit B

BUDGET SUMMARY

ORGANIZATION: Housing Authority of the City of Fresno
SERVICES: Master Leased Housing at Sierra Terrace
FISCAL YEAR: JULY 1, 2027 - JUNE 30, 2028
TERM TOTAL: \$922,538

Budget Categories		Amount	
Unit Costs			
<u>Bedroom Size</u>	Total Units	Cost Per Unit	Total Cost
1 Bedroom	6	\$ 1,071	\$ 77,112
2 Bedroom	14	\$ 1,376	\$ 231,168
3 Bedroom	18	\$ 1,575	\$ 340,200
4 Bedroom	5	\$ 1,680	\$ 100,800
5 Bedroom	1	\$ 1,764	\$ 21,168
		Minimum Rent Collected from Residents	\$ (150,000)
Subtotal			\$ 620,448
Operations			
Security Deposits			\$ 18,300
Utilities			\$ 110,250
Legal Costs			\$ 7,875
Security Services			\$ 68,250
Office Space			\$ 53,020
Bed Reserves			\$ 21,000
Excessive Damages			\$ 23,395
Subtotal			\$ 302,090
Total			\$ 922,538

Exhibit B

Budgets for Fiscal Years 2028-29, 2029-30 and 2030-31 will be mutually negotiated between County and Contractor prior to the beginning of each Fiscal Year.

Exhibit C

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under [identify the Article, section, or exhibit containing data security obligations] of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations

Exhibit C

under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the DSSContractinsurance@fresnocountyca.gov, Attention: Contract Analyst.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
 - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

Exhibit C

- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Exhibit D

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno ("County"), members of a Subrecipient's board of directors ("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 used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit D

(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:	