

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated _____ and is between
3 RH Community Builders, a California Limited Partnership, whose address is 3040 N. Fresno
4 Street, Fresno, CA 93703 ("Contractor"), and the County of Fresno, a political subdivision of the
5 State of California ("County").

6 **Recitals**

7 Pursuant to W&IC 11450 (f)(3), the County, through the Department of Social Services
8 (DSS), administers programs that place homeless individuals and families into motels to serve
9 as temporary, emergency shelter housing. DSS is authorized to provide a facility with sufficient
10 capacity to use exclusively for DSS clients and families who are experiencing homelessness to
11 address facility concerns such as availability, quality, and safety; and County, through DSS and
12 applicable programs funds such as California Work Opportunity and Responsibility to Kids
13 (CalWORKs) Homeless Assistance (HA), Adult Protective Services (APS), Child Welfare
14 Services (CWS), and have been designated to administer and implement a temporary motel
15 facility exclusively for DSS individuals and families in these programs.

16 A. The County has a need for a single, centralized motel facility to provide temporary
17 housing with resources and services to assist DSS clients and families in obtaining permanent
18 housing.

19 B. Through a Suspension of Competition, Contractor was selected to provide services.
20 Contractor owns and operates the Flats Motel, a 50 unit facility that is used exclusively for DSS
21 clients and their families. This is a single location that is closely located to necessary amenities
22 such as grocery stores, schools, public library, and a main public transportation line. The Flats
23 Motel also has the ability to house families of six or more individuals.

24 C. Contractor agrees to offer the Flats Motel exclusively for DSS clients and families.
25 Contractor agrees to maintain the facility to meet the Department of Housing and Urban
26 Development (HUD) Emergency Solutions Grant (ESG) National Standards for Physical
27 Inspection of Real Estate (NSPIRE) at all times.

28 The parties therefore agree as follows:

1 **Article 1**

2 **Contractor's Services**

3 1.1 **Scope of Services.** The Contractor shall perform all the services provided in Exhibit
4 A to this Agreement, titled "Scope of Services," and pursuant to the program expenses detailed
5 in Exhibit B, titled "Compensation."

6 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
7 able to perform all of the services provided in this Agreement.

8 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
9 applicable federal, state, and local laws and regulations in the performance of its obligations
10 under this Agreement, including but not limited to workers compensation, labor, and
11 confidentiality laws and regulations.

12 **Article 2**

13 **County's Responsibilities**

14 2.1 The County shall meet all obligations provided in Exhibit A to this Agreement, titled
15 "Scope of Services."

16 **Article 3**

17 **Compensation, Invoices, and Payments**

18 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
19 the performance of its services under this Agreement as described in Exhibit B to this
20 Agreement, titled "Compensation."

21 3.2 The services provided by the Contractor under this Agreement are funded in whole
22 or in part by the State of California and/or the United States Federal government. In the event
23 that funding for these services is delayed by the State Controller or the Federal government, the
24 County may defer payment to the Contractor. The amount of the deferred payment shall not
25 exceed the amount of funding delayed to the County. The period of time of the deferral by the
26 County shall not exceed the period of time of the State Controller's or Federal government's
27 delay of payment to County plus forty-five (45) days.

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1 **3.3 Maximum Compensation.** In no event shall total compensation paid for services
2 performed under this Agreement be in excess of Eight Million, Five Hundred Thousand and
3 no/100 dollars (\$8,500,000) during the entire five (5) year term of this Agreement. For the period
4 of July 1, 2025, through June 30, 2026, in no event shall compensation paid for services
5 performed under this agreement be in excess of One Million, Seven Hundred Thousand and
6 no/100 dollars (\$1,700,000). For each subsequent twelve (12) month period, in no event shall
7 compensation paid for the services performed under this Agreement be in excess of One Million
8 and Seven Hundred Thousand and no/100 dollars (\$1,700,000).

9 **3.4** The Contractor acknowledges that the County is a local government entity and does
10 so with notice that the County's powers are limited by the California Constitution and by State
11 law, and with notice that the Contractor may receive compensation under this Agreement only
12 for services performed according to the terms of this Agreement and while this Agreement is in
13 effect, and subject to the maximum amount payable under this section. The Contractor further
14 acknowledges that County employees have no authority to pay the Contractor except as
15 expressly provided in this Agreement.

16 **3.5 Invoices.** The Contractor shall submit monthly invoices in attention to Staff Analyst
17 to: DSSInvoices@fresnocountyca.gov. The Contractor shall submit each invoice within 30 days
18 following the month in which expenses were incurred and services rendered, and in any case
19 within 60 days after the end of the term or termination of this Agreement. Contractor shall
20 submit invoices to the County each month with a detailed general ledger (GL), itemizing costs
21 incurred in the previous month, along with supporting documentation of costs. Failure to submit
22 GL reports and supporting documentation shall be deemed sufficient cause for County to
23 withhold payments until there is compliance, as further described in Section 3.6 herein.
24 Supporting documentation shall include but is not limited to receipts, invoices received and
25 documented administrative / overhead costs. No reimbursement for services shall be made
26 until invoices, reports and outcomes are received, reviewed and approved by County's DSS.
27 Proof of payment may be required for certain funding streams and will be made available by the
28 Contractor as requested by the County.

3.6 **Payment.** The County shall pay each correctly completed and timely submitted invoice within 45 days after receipt. If an invoice is incorrect or otherwise not in proper form or detail, County's DSS Director or designee shall have the right to withhold payment as to only that portion of the invoices that is incorrect or improper, after five (5) days prior written notice or email correspondence to Contractor. The County shall remit any payment to the Contractor's address specified in the invoice.

3.7 Incidental Expenses. The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective on July 1, 2025, and terminates on June 30, 2028, except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.

4.2 **Extension.** The term of this Agreement may be extended for two (2) additional twelve (12) month periods, July 1, 2028, to June 30, 2029, and July 1, 2029, to June 30, 2030, upon approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The County's DSS Director or designee is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

Article 5

Notices

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

For the County:
Director of Department of Social Services
County of Fresno
205 W. Pontiac Way
Clovis, CA 93612

For the Contractor:
Director of RH Community Builders
3040 N. Fresno Street
Fresno, CA 93703
katie@rhcbfresno.com

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

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

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

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

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

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

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

1 **Article 6**

2 **Termination and Suspension**

3 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds
5 are not allocated, then the County, upon at least 30 days' advance written notice to the
6 Contractor, may:

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

8 (B) Terminate this Agreement.

9 6.2 **Termination for Breach.**

10 (A) Upon determining that a breach (as defined in paragraph (C) below) has
11 occurred, the County may give written notice of the breach to the Contractor. The written
12 notice may suspend performance under this Agreement and must provide at least 30
13 days for the Contractor to cure the breach.

14 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
15 time stated in the written notice, the County may terminate this Agreement immediately.

16 (C) For purposes of this section, a breach occurs when, in the determination of the
17 County, the Contractor has:

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

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

20 (3) Submitted a substantially incorrect or incomplete report to the County; or

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

22 6.3 **Termination without Cause.** In circumstances other than those set forth above, the
23 County or Contractor may terminate this Agreement by giving at least 30 days advance written
24 notice to the Contractor.

25 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
26 under this Article 6 is without penalty to or further obligation of the County.

27 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article
28 6, the County may demand repayment by the Contractor of any monies disbursed to the

1 Contractor under this Agreement that, in the County's sole judgment, were not expended in
2 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
3 demand. This section survives the termination of this Agreement.

4 **Article 7**

5 **Independent Contractor**

6 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
7 agents, employees, and volunteers, is at all times acting and performing as an independent
8 Contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
9 venturer, partner, or associate of the County.

10 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
11 manner or method of the Contractor's performance under this Agreement, but the County may
12 verify that the Contractor is performing according to the terms of this Agreement.

13 7.3 **Benefits.** Because of its status as an independent Contractor, the Contractor has no
14 right to employment rights or benefits available to County employees. The Contractor is solely
15 responsible for providing to its own employees all employee benefits required by law. The
16 Contractor shall save the County harmless from all matters relating to the payment of
17 Contractor's employees, including compliance with Social Security withholding and all related
18 regulations.

19 7.4 **Services to Others.** The parties acknowledge that, during the term of this
20 Agreement, the Contractor may provide services to others unrelated to the County.

21 **Article 8**

22 **Indemnity and Defense**

23 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
24 County (including its officers, agents, employees, and volunteers) against all claims, demands,
25 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
26 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
27 the performance or failure to perform by the Contractor (or any of its officers, agents,
28 subcontractors, or employees) under this Agreement. The County may conduct or participate in

1 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
2 defend the County.

3 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

4 **Article 9**

5 **Insurance**

6 9.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this
7 Agreement.

8 **Article 10**

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

10 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
11 the County may examine at any time during business hours and as often as the County deems
12 necessary, all of the Contractor's records and data with respect to the matters covered by this
13 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
14 request by the County, permit the County to audit and inspect all of such records and data to
15 ensure the Contractor's compliance with the terms of this Agreement.

16 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
17 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
18 California State Auditor, as provided in Government Code section 8546.7, for a period of three
19 years after final payment under this Agreement. This section survives the termination of this
20 Agreement.

21 10.3 **Single Audit Clause.** If Contractor expends Seven Hundred Fifty Thousand Dollars
22 (\$750,000) or more in Federal and Federal flow-through monies annually, Contractor agrees to
23 conduct an annual audit in accordance with the requirements of the Single Audit Standards as
24 set forth in Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations
25 Part 200. Contractor shall submit said audit and management letter to County. The audit must
26 include a statement of findings or a statement that there were no findings. If there were negative
27 findings, Contractor must include a corrective action signed by an authorized individual.
28 Contractor agrees to take action to correct any material non-compliance or weakness found as

1 a result of such audit. Such audit shall be delivered to County's DSS, Administration, for review
2 within nine (9) months of the end of any fiscal year in which funds were expended and/or
3 received for the program. Failure to perform the requisite audit functions as required by this
4 Agreement may result in County performing the necessary audit tasks, or at County's option,
5 contracting with a public accountant to perform said audit, or may result in the inability of County
6 to enter into future agreements with Contractor. All audit costs related to this Agreement are the
7 sole responsibility of Contractor.

8 **10.4 Program Audit Requirements.** A single audit report is not applicable if all
9 Contractor's Federal contracts do not exceed the Seven Hundred Fifty Thousand Dollars
10 (\$750,000) requirement or Contractor's funding is through Drug related Medi-Cal. If a single
11 audit is not applicable, a program audit must be performed and a program audit report with
12 management letter shall be submitted by Contractor to County as a minimum requirement to
13 attest to Contractor's solvency. Said audit report shall be delivered to County's DSS,
14 Administration, for review no later than nine (9) months after the close of the fiscal year in which
15 the funds supplied through this Agreement are expended. Failure to comply with this Act may
16 result in County performing the necessary audit tasks or contracting with a qualified accountant
17 to perform said audit. All audit costs related to this Agreement are the sole responsibility of
18 Contractor who agrees to take corrective action to eliminate any material noncompliance or
19 weakness found as a result of such audit. Audit work performed by County under this paragraph
20 shall be billed to the Contractor at County cost, as determined by County's Auditor-
21 Controller/Treasurer-Tax Collector.

22 **10.5 Record Establishment and Maintenance.** Contractor shall establish and maintain
23 records in accordance with those requirements prescribed by County, with respect to all matters
24 covered by this Agreement. Contractor shall retain all fiscal books, account records and client
25 files for services performed under this Agreement for at least five (5) years from date of final
26 payment under this Agreement or until all State and Federal audits are completed for that fiscal
27 year, whichever is later.

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

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

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

18 10.6 **Public Records.** The County is not limited in any manner with respect to its public
19 disclosure of this Agreement or any record or data that the Contractor may provide to the
20 County. The County's public disclosure of this Agreement or any record or data that the
21 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

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

18 **10.7 Public Records Act Requests.** If the County receives a written or oral request
19 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
20 and which the County has a right, under any provision of this Agreement or applicable law, to
21 possess or control, then the County may demand, in writing, that the Contractor deliver to the
22 County, for purposes of public disclosure, the requested records that may be in the possession
23 or control of the Contractor. Within five business days after the County's demand, the
24 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
25 possession or control, together with a written statement that the Contractor, after conducting a
26 diligent search, has produced all requested records that are in the Contractor's possession or
27 control, or (b) provide to the County a written statement that the Contractor, after conducting a
28 diligent search, does not possess or control any of the requested records. The Contractor shall

1 cooperate with the County with respect to any County demand for such records. If the
2 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
3 CPRA or other applicable law, it must deliver the record or data to the County and assert the
4 exemption by citation to specific legal authority within the written statement that it provides to
5 the County under this section. The Contractor's assertion of any exemption from disclosure is
6 not binding on the County, but the County will give at least 10 days' advance written notice to
7 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
8 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
9 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
10 failure to produce any such records, or failure to cooperate with the County with respect to any
11 County demand for any such records.

12 **Article 11**

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

14 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation
15 or changes its status to operate as a corporation.

16 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
17 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
18 "Self-Dealing Transaction Disclosure Form" (Exhibit D to this Agreement) and submitting it to
19 the County before commencing the transaction or immediately after.

20 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
21 a party and in which one or more of its directors, as an individual, has a material financial
22 interest.

23 11.4 **Conflict of Interest.** No officer, employee or agent of the County who exercises any
24 function or responsibility for planning and carrying out of the services provided under this
25 Agreement shall have any direct or indirect personal financial interest in this Agreement. In
26 addition, no employee of the County shall be employed by the Contractor under this Agreement
27 to fulfill any contractual obligations with the County. The Contractor shall comply with all
28 Federal, State of California and local conflict of interest laws, statutes and regulations, which

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

3 **Article 12**

4 **Confidentiality and Data Security**

5 **12.1 Conformance with Laws.** All services performed by Contractor under this
6 Agreement shall be in strict conformance with all applicable Federal, State of California and/or
7 local laws and regulations relating to confidentiality. For the purpose of preventing the potential
8 loss, misappropriation or inadvertent disclosure of County data including sensitive or personal
9 client information; abuse of County resources; and/or disruption to County operations,
10 individuals and/or agencies that enter into a contractual relationship with County for the purpose
11 of providing services under this Agreement must employ adequate data security measures to
12 protect the confidential information provided to Contractor by County, including but not limited to
13 the following:

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

18 (B) Contractor-Owned Computers or Computer Peripherals may not be brought into
19 County for use, including and not limited to mobile storage devices, without prior
20 authorization from County's Chief Information Officer or their designee. Data must be
21 stored on a secure server approved by County and transferred by means of a VPN
22 (Virtual Private Network) connection, or another type of secure connection of this type if
23 any data is approved to be transferred.

24 (C) County-Owned Computer Equipment – Contractor or anyone having an
25 employment relationship with County may not use County computers or computer
26 peripherals on non-County premises without prior authorization from County's Chief
27 Information Officer or their designee.

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1 (D) Contractor may not store County's private, confidential or sensitive data on any
2 hard-disk drive.

3 (E) Contractor is responsible to employ strict controls to ensure the integrity and
4 security of County's confidential information and to prevent unauthorized access to data
5 maintained in computer files, program documentation, data processing systems, data
6 files and data processing equipment which stores or processes County data internally
7 and externally.

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

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

17 (H) Contractor shall require its subcontractors to comply with the provisions of this
18 Data Security section.

19 **Article 13**

20 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-** 21 **Lower Tier Covered Transactions.**

22 13.1 County and Contractor recognize that Contractor is a recipient of State or Federal
23 assistance funds under the terms of this Agreement. By signing this Agreement, Contractor
24 agrees to comply with applicable Federal suspension and debarment regulations, including but
25 not limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By
26 signing this Agreement, Contractor attests to the best of its knowledge and belief, that it and its
27 principals:

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

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

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

12 13.2 Contractor shall include a clause titled "Certification Regarding Debarment,
13 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and
14 similar in nature to this Article Thirteen (13) in all lower tier covered transactions and in all
15 solicitations for lower tier covered transactions.

16 13.3 Contractor shall, prior to soliciting or purchasing goods and services in excess of
17 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and
18 debarment status at <https://sam.gov/SAM/>.

19 13.4 The certification in Article Thirteen (13) of this Agreement is a material representation
20 of fact upon which County relied in entering into this Agreement.

21 **Article 14**

22 **General Terms**

23 14.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
24 Agreement may not be modified, and no waiver is effective, except by written consent by both
25 parties. The Contractor acknowledges that County employees have no authority to modify this
26 Agreement except as expressly provided in this Agreement.

27 (A) Changes to line items in the Exhibit B, Compensation, in an amount not to
28 exceed 10% of the maximum annual compensation payable to the Contractor may be

1 made with the written approval of County's DSS Director or their designee. Said
2 modifications shall not result in any changes to the maximum compensation amount
3 payable to Contractor, as stated in this Agreement. Notwithstanding the above, changes
4 to nightly room rates in Exhibit B, Compensation, may be made to align nightly room
5 rates with those that are required by the CalWORKs HA statutes and regulations, with
6 the written approval of County's DSS Director or designee and Contractor. Nightly room
7 rate changes shall not result in any change to the maximum compensation amount
8 payable to Contractor, as stated herein.

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

18 14.2 **Contractor's Name Change.** An amendment, assignment, or new agreement is
19 required to change the name of Contractor as listed on this Agreement. Upon receipt of legal
20 documentation of the name change, County will process the agreement. Payment of invoices
21 presented with a new name cannot be paid prior to approval of said agreement.

22 14.3 **Public Information.** Contractor shall disclose County as a funding source in all
23 public information and program materials developed in support of contracted services.

24 14.4 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
25 under this Agreement without the prior written consent of the other party. Any transferee,
26 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all
27 applicable State and Federal regulations. Contractor shall be held primarily responsible by
28 County for the performance of any transferee, assignee or subcontractor unless otherwise

expressly agreed to in writing by County. The use of subcontractor by Contractor shall not entitle Contractor to any additional compensation than provided for under this Agreement.

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

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

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

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

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

14.10 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

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

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1 (A) Domestic Partners and Gender Identity. For State fund-funded contracts of
2 \$100,000 or more, Contractor certifies that it complies with Public Contract Code Section
3 10295.3.

4 (B) Americans with Disabilities Act. Contractor shall comply with the Americans with
5 Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as
6 well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C.
7 12101 et seq.).

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

10 **14.12 Limited English Proficiency.** Contractor shall provide interpreting and translation
11 services to persons participating in Contractor's services who have limited or no English
12 language proficiency, including services to persons who are deaf or blind. Interpreter and
13 translation services shall be provided as necessary to allow such participants meaningful
14 access to the programs, services and benefits provided by Contractor. Interpreter and
15 translation services, including translation of Contractor's "vital documents" (those documents
16 that contain information that is critical for accessing Contractor's services or are required by law)
17 shall be provided to participants at no cost to the participant. Contractor shall ensure that any
18 employees, agents, subcontractors, or partners who interpret or translate for a program
19 participant, or who directly communicate with a program participant in a language other than
20 English, demonstrate proficiency in the participant's language and can effectively communicate
21 any specialized terms and concepts peculiar to contractor's services.

22 **14.13 Drug-Free Workplace Requirements.** For purposes of this paragraph, Contractor
23 will be referred to as the "grantee". By drawing funds against this grant award, the grantee is
24 providing the certification that it is required by regulations implementing the Drug-Free
25 Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by
26 grantees that they will maintain a drug-free workplace. False certification or violation of the
27 certification shall be grounds for suspension of payments, suspension or termination of grants,
28 or government wide suspension or debarment. Contractor shall also comply with the

requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 et seq.).

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

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

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

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

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maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

14.21 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between the Contractor and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its

1 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
2 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
3 exhibits.

4 14.22 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
5 create any rights or obligations for any person or entity except for the parties.

6 14.23 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

12 14.24 **Electronic Signatures.** The parties agree that this Agreement may be executed by
13 electronic signature as provided in this section.

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

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

24 (C) The provisions of this section satisfy the requirements of Civil Code section
25 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
26 Part 2, Title 2.5, beginning with section 1633.1).

27 (D) Each party using a digital signature represents that it has undertaken and
28 satisfied the requirements of Government Code section 16.5, subdivision (a),

1 paragraphs (1) through (5), and agrees that each other party may rely upon that
2 representation.

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

6 14.25 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
7 original, and all of which together constitute this Agreement.

8 [SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 CONTRACTOR:

COUNTY OF FRESNO

3 RH Community Builders

4
5 
6 _____
Wayne Rutledge, Chief Executive Officer

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

7 3040 N. Fresno Street
8 Fresno, CA 93703

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

10
11 By: _____
12 Deputy

13 For accounting use only:

14 Org No.: 56107114
15 Account No.: 7870
Fund No.: 0001
Subclass No.: 10000

Exhibit A

SCOPE OF SERVICES

ORGANIZATION: RH Community Builders
SERVICES: Motel Temporary Services
ADDRESS: 3040 N. Fresno St., Fresno CA 93703
SERVICE ADDRESS: The Flats – 530 N. Weber Ave., Fresno, CA 93728
TELEPHONE: (559) 492-1373
CONTACT: Kathryn Wilbur
EMAIL: katie@rhcbfresno.com

A. SCOPE OF SERVICES

RH Community Builders (RHCB) will provide motel temporary housing and related services, located at 530 N. Weber Ave. Fresno, CA 93728, (the “facility”) to families experiencing homelessness and determined eligible for services by the County of Fresno Department of Social Services (DSS). DSS may also partner with outside organizations to provide motel services to families experiencing homelessness. This facility includes 50 individual rooms, 15% of which must be able to accommodate families of 6-8 individuals. No other individuals will be housed at this facility.

RHCB shall provide one full-time Housing Navigator to provide Housing Navigation services onsite to assist families staying at the facility in locating housing unless similar services are already offered through the placing program. RHCB’s Housing Navigator is required to carry a caseload of 25 to 30 households at any given time and assist households in locating suitable permanent housing. This may include contacting property owners on behalf of the client, assisting with applications, helping with transportation, etc. Should households requesting Housing Navigation services exceed the caseload limit, RHCB staff will connect those households with other housing search resources. RHCB shall provide office space to accommodate guests, RHCB staff, and outside provider staff to use for Housing Navigation services. RHCB will provide two computers with free internet access and printing to assist

Exhibit A

families with completing any needed paperwork for housing, job applications, or other resources.

B. CONTRACTOR's RESPONSIBILITIES

Motel Responsibilities:

- A building with 50 motel room units for the exclusive use of the County of Fresno DSS. The building must be located within metro Fresno or Clovis. The location cannot be changed without the written consent of the DSS.
- At minimum, 15% of the units should accommodate a family of 6 to 8.
- Furnished motel units that include standard motel amenities such as televisions, bed sheets, towels, toilet paper and standard toiletries.
- Ironing boards and irons available for client use (may be shared).
- Reasonable room cleaning service including changing towels and sheets at least weekly while unit is occupied. If a unit requires clean towels or sheets more often than weekly, they should be available and provided upon request.
- A complete cleaning of the unit when the occupants leave and prior to entry of new occupants.
- Capacity to clean a room in its entirety and turn it over for a new guest(s) within 8 hours.
- On-site laundry services (washers and dryers) at no cost to the occupants.
- All units must include a television, mini refrigerator and microwave.
- Daily hot breakfast at no cost to the occupants.
- At minimum, sufficient office space for outside staff and client(s) to meet.
- Provide reasonable accommodations for pets, including both cats and dogs.

Service Requirements:

- Rooms must meet Housing and Urban Development (HUD) Emergency Solutions Grants (ESG) National Standards for Physical Inspection of Real Estate (NSPIRE) at all times. DSS will verify compliance with NSPIRE at the time of contract execution and annually per unit thereafter.
- Provider must have onsite staff, 24 hours per day, 7 days a week.

Exhibit A

- Provider must have staff on site to check clients into the motel from 6:00AM to 10:00PM daily.
- Facility must have reasonable security services on site as agreed upon by DSS.
- One full-time Housing Navigator position will be required on site to carry a caseload of 25 to 30 households at any given time. Housing Navigators work with clients and their case managers (if they have one) to locate suitable permanent housing. Housing Navigators will contact prospective property owners on behalf of the client and assist with applications, etc. Housing Navigators will be assigned to those households that are placed in the motel and do not have access to housing location services through another program. Housing Navigators may be required to perform some work out of the office (requiring travel) to locate and assist clients with housing placements.
- Provider must be in possession of the motel property.

C. COUNTY'S RESPONSIBILITIES

DSS Responsibilities

- Provide RHCB documentation of households' eligibility for services, including the number of individuals in the household that are eligible for motel services.

Exhibit B

COMPENSATION

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. In no event shall the total annual maximum compensation exceed \$1,700,000. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

Per HUD ESG State and Federal guidelines and 2 CFR § 200.404, costs for temporary shelter must be reasonable, necessary, and compliant with federal cost principles; therefore, payment will be as follows:

- Households with 0 to 4 members - \$85 per night per room.
- Households with 5 members - \$100 per night per room.
- Households with 6 members - \$115 per night per room.
- Households with 7 members - \$130 per night per room.
- Households with 8 or more members - \$145 per night per room.

DSS will only pay for nights that rooms are occupied by a client.

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) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

Exhibit C

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.

Exhibit D

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno ("County"), members of a Contractor'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:	